City of Killeen

Agenda

City Council

Tuesday, October 18, 2022 **5:00 PM** **City Hall**
Council Chambers
101 N. College Street
Killeen, Texas 76541

Call to Order and Roll Call

___ *Debbie Nash-King, Mayor*
___ *Riakos Adams*
___ *Ramon Alvarez*
___ *Michael Boyd*
___ *Nina Cobb*
___ *Jessica Gonzalez*
___ *Jose Segarra*
___ *Ken Wilkerson*

Invocation

Pledge of Allegiance

Approval of Agenda

Citizens Petition

1. CP-22-019 Michael Fornino - City Management Indirection

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. A majority of the City Council is required for any time extensions. The Mayor and Councilmembers shall have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.

Consent Agenda

2. MN-22-026 Consider Minutes of Regular City Council Meeting of September 13, 2022.

3. RS-22-139 Consider a memorandum/resolution authorizing the FY23 Street Maintenance Allocation of Funds.

Attachments: Presentation

4. RS-22-140 Consider a memorandum/resolution authorizing the Solid Waste Division to purchase containers for the City of Killeen's solid waste collection system and container replacement program in an amount not to exceed $572,207.

Attachments: Quotes
Contracts
Certificate of Interested Parties
Presentation

5. RS-22-141 Consider a memorandum/resolution authorizing a professional services agreement for the schematic design of the Chaparral Road Widening project with Freese and Nichols in the amount of $1,485,240.

Attachments: Proposal
Agreeement
Certificate of Interested Parties
Presentation

6. RS-22-142 Consider a memorandum/resolution awarding Bid No. 22-37, AA Lane Park Playscape and Shade Structure with Tile Surface Replacement Project #20.07-1, to Heartland Park & Recreation, LLC in the amount of $140,178.

Attachments: Bid Tab
Agreement
Certificate of Interested Parties
Presentation

7. RS-22-143 Consider a memorandum/resolution awarding Bid No. 22-40, Conder Park Playscape and Shade Structure with Tile Surface Project #20.06A-2, to Heartland Park & Recreation, LLC in the amount of $327,569.

Attachments: Bid Tab
Agreement
Certificate of Interested Parties
Presentation

8. RS-22-144 Consider a memorandum/resolution awarding Bid No. 22-39, Conder Park Restrooms Replacement Project #20.06A-1, to HCS, Inc. Commercial General Contractor in the amount of $278,000.

Attachments: Bid Tab
Agreement
Certificate of Interested Parties
Presentation

9. RS-22-145 Consider a memorandum/resolution awarding Bid No.22-29, Solar LED lights for Conder and Long Branch Parks, to Green Way LLC in the amount of $56,402.60.

Attachments: Bid Tab
Quote
Appendix A

Certificate of Interested Parties

Presentation

10. RS-22-146 Consider a memorandum/resolution authorizing the procurement of fleet vehicles and equipment in the amount of $7,826,971.

Attachments: Quotes

Certificate of Interested Parties

Presentation

11. RS-22-147 Consider a memorandum/resolution to ratify consulting expenditures with Strategic Government Resources for various recruitment services in the amount of $63,100 for FY22.

Attachments: Interim City Secretary Contract

ED of Finance Recruitment Contract

Presentation

12. OR-22-017 Consider an ordinance to amend the number of authorized civil service positions for the Killeen Police Department.

Attachments: Ordinance

Presentation

13. OR-22-018 Consider an ordinance amending the Code of Ordinances Chapter 24, Solid Waste collection services.

Attachments: Ordinance

Presentation

14. OR-22-019 Consider an ordinance amending the Code of Ordinances Chapter 30, Water, Sewer, and Sewage Disposal to amend commercial water rates.

Attachments: Ordinance

Presentation

Public Hearings

15. PH-22-074 HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to increase expenditure accounts in the Governmental and Drainage CIP Funds.

Attachments: Ordinance

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 October 12, 2022.

_____

Judy Paradice, Interim 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.

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City of Killeen

Staff Report

File Number: CP-22-019

City of Killeen

Staff Report

File Number: MN-22-026

1	City Council Workshop	10/04/2022	Reviewed and Referred	City Council	10/18/2022

City of Killeen
City Council Meeting
Killeen City Hall
September 13, 2022 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Ken Wilkerson, Councilmembers Jessica Gonzalez, Riakos Adams, Nina Cobb, Michael Boyd, Jose Segarra, and Ramon Alvarez

Also attending were City Manager Kent Cagle, City Attorney Holli Clements, Interim City Secretary Laura Calcote, and Sergeant-at-Arms Officer Montes.

Councilmember Cobb gave the invocation.

Councilmember Adams led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Mayor Protem Wilkerson to approve the agenda as written. Motion was seconded by Councilmember Boyd. Motion carried unanimously.

Citizen Comments

Mellisa Brown spoke regarding agenda items RS-22-125 and RS-22-127.
Anca Neagu spoke regarding agenda item RS-22-130 resigning from Animal Advisory Committee.
Bear Jones spoke regarding agenda item RS-22-130.
Linda Marzi spoke regarding agenda item RS-22-130 resigning from Animal Advisory Committee.
Shirley Del Conte spoke regarding agenda item RS-22-130 resigning from Animal Advisory Committee.
Janice Holladay spoke regarding agenda item RS-22-130.
Vicky Duke spoke regarding agenda item RS-22-130 resigning from Animal Advisory Committee.

Discussion Items

DS-22-109 Discuss Date for Annual Special Workshop/Townhall

The City Council had previously discussed the date of October 27, 2022 to hold the

Annual Special Workshop/Townhall meeting. However, that date was unavailable at the Killeen Conference Center and a new date would need to be selected.

Mayor Protem Wilkerson made a motion of direction to hold the Annual Special Workshop/Townhall meeting on October 27, 2022 in the City Council Chambers. The motion of direction was seconded by Councilmember Gonzalez. Motion passed 6-1, with Councilmember Boyd in opposition.

Consent Agenda

MN-22-023 Consider Minutes of Regular City Council Meeting of August 9, 2022.

MN-22-024 Consider Minutes of Regular City Council Meeting of August 23, 2022.

RS-22-119 Consider a memorandum/resolution authorizing the renewal of a Microsoft Enterprise Agreement in the amount of $511,999.46.

RS-22-120 Consider a memorandum/resolution rejecting Bid No. 22-21 for the construction of the Corporate Hangar Phase II Project.

RS-22-121 Consider a memorandum/resolution accepting a Federal Aviation Administration Military Airport Program Grant to construct a new corporate hangar at Killeen Fort Hood Regional Airport.

RS-22-122 Consider a memorandum/resolution rejecting Bid No. 22-25 for the Wayfinding Signage Improvements Project.

RS-22-123 Consider a memorandum/resolution awarding RFP 22-30 to United Health Care for an excess risk policy (stop loss insurance) for medical and pharmacy claims under the City health insurance plan, effective October 1, 2022 in the amount of $648,405.

RS-22-125 Consider a memorandum/resolution authorizing the acceptance of two tracts of land from Clear Creek Commercial, Ltd. related to the Pump Station No. 7 Upgrade Project.

RS-22-126 Consider a memorandum/resolution approving changes and additions to the Administrative Policies and Procedures handbook.

RS-22-127 Consider a memorandum/resolution accepting the donation of the former First National Bank Texas property located at 507 N. Gray Street and parking lots and awarding Bid 22-36, 507 N. Gray Street Asbestos & Demolition to AAR Inc. in the amount of $618,700.

RS-22-128 Consider a memorandum/resolution approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid Tex Division regarding the 2022 Atmos Rate Review Mechanism Filing.

RS-22-129 Consider a memorandum/resolution approving an amendment to the Hill Country Transit District Interlocal Agreement.

Motion was made by Mayor Protem Wilkerson to approve the consent agenda. Motion was seconded by Councilmember Boyd. Councilmember Adams made an amendment to the motion to remove RS-22-124 from the consent agenda. Motion was seconded by Mayor Protem Wilkerson. The amended motion carried unanimously.

Resolutions

RS-22-124 Consider a memorandum/resolution declaring a public purpose and approving Nonprofit Youth Organization Grant allocations.

City Council voted on each applicant separately.

1. Killeen Trojan Youth Sports - Mayor Protem Wilkerson made a motion to approve. Motion was seconded by Councilmember Gonzalez. Motion passed unanimously.
2. Killeen Creators - Councilmember Alvarez made a motion to approve. Motion was seconded by Councilmember Boyd. Motion passed 6-1, with Mayor Protem Wilkerson abstaining.
3. KIDZ University dba KU Youth Association - Councilmember Boyd made a motion to approve. Motion was seconded by Councilmember Alvarez. Motion passed unanimously.
4. Heart of Texas Goodwill - Councilmember Adams made a motion to approve. Motion was seconded by Councilmember Cobb. Motion passed unanimously.
5. Let's Take a Step Together - Councilmember Adams made a motion to approve. Motion was seconded by Councilmember Boyd. Motion passed unanimously.
6. CTX Flames - Councilmember Adams made a motion to approve. Motion was seconded by Councilmember Boyd. Motion passed unanimously.
7. 5 Pearlz of Hope Foundation - Councilmember Adams made a motion to approve. Motion was seconded by Councilmember Alvarez. Motion passed unanimously.
8. Greater Vision Community Church - Councilmember Gonzalez made a motion to approve. Motion was seconded by Councilmember Alvarez. Motion passed 6-1, with Councilmember Adams abstaining.
9. Drive Nation Central Texas - Councilmember Boyd made a motion to approve. Motion was seconded by Mayor Protem Wilkerson. Motion passed unanimously.
10. Central Texas Youth Services Bureau - Councilmember Adams made a motion to approve. Motion was seconded by Mayor Protem Wilkerson. Motion passed unanimously.
11. Killeen-Fort Hood Kappa Alpha Psi Education and Leadership Foundation - Councilmember Adams made a motion to approve. Motion was seconded by Councilmember Gonzalez. Motion passed 6-1, with Mayor Protem Wilkerson abstaining.

RS-22-130 Consider a memorandum/resolution appointing members to vacant and unexpired terms on various boards and commissions.

Staff Comments: Holli Clements, City Attorney

This item was presented to and discussed by City Council during their September 6, 2022 Workshop meeting. Ms. Clements was available to provide additional updates and information and to answer questions.

Motion was made by Councilmember Adams to approve RS-22-130 and table the Animal Advisory Committee appointments. Councilmember Boyd seconded the motion. Councilmember Adams

rescinded his motion and Councilmember Boyd rescinded his second.

Mayor Protem Wilkerson made a motion to approve RS-22-130, with the exception of the Animal Advisory Committee resignations. Motion was seconded by Councilmember Adams. Motion carried unanimously.

Budget

PH-22-070 HOLD a public hearing on the proposed tax rate for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

Staff Comments: Miranda Drake, Director of Budget

Ms. Drake reviewed the projected beginning fund balances, revenues, expenditures and the ending fund balances for Fiscal Year 2023 in all of the City's funds. City staff recommended City Council hold a public hearing on the proposed Fiscal Year 2023 Annual Budget.

Mayor Nash-King opened the public hearing.

Melissa Brown spoke in opposition.

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

OR-22-012 Consider an ordinance adopting the Annual Budget for the City of Killeen for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

The City Secretary read the caption of the ordinance.

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF KILLEEN FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; APPROPRIATING MONEY FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET INCLUDING APPROPRIATIONS OF MONEY TO PAY INTEREST AND PRINCIPAL SINKING FUND REQUIREMENTS ON ALL INDEBTEDNESS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING AN EFFECTIVE DATE.

Staff Comments: Miranda Drake, Director of Budget

The proposed Fiscal Year 2023 Budget was submitted to City Council July 5, 2022. A budget workshop was held on July 5, 2022 to provide City Council and citizens a thorough review of the proposed budget. City Council has discussed the budget nearly every week since the budget was submitted by the City Manager. In addition, a special City Council Workshop was held on July 18, 2022 and a budget public forum was held on July 19, 2022. On July 26, 2022, the City held the first budget public hearing. A second budget public hearing was held September 6, 2022 and a third and final public hearing was held this evening (PH-22-070). With a majority vote being required by the City Council to adopt the budget, City staff's recommendation

was to adopt the budget ordinance as presented.

Motion was made by Mayor Protem Wilkerson to approve OR-22-012. Motion was seconded by Councilmember Boyd.

The City Secretary called for a record vote:

Mayor Pro Tem Wilkerson - Aye
Councilmember Adams - Aye
Councilmember Alvarez - Aye
Councilmember Gonzalez - Aye
Councilmember Segarra - Aye
Councilmember Boyd - Aye
Councilmember Cobb - Aye

Motion carried unanimously.

RS-22-131 Consider a memorandum/resolution ratifying the property tax revenue increase reflected in the Annual Budget for the fiscal year October 1, 2022 through September 30, 2023.

Staff Comments: Miranda Drake, Director of Budget
The Local Government Code requires the governing body to ratify the property tax revenue increase if the budget will raise more revenue from property taxes than in the previous year. The Fiscal Year 2023 Annual Budget will raise more revenue from property taxes than lats year's budget by an amount of $3,569,392, which is a 6.3 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $1,032,327.

Motion was made by Mayor Protem Wilkerson to approve the RS-22-131. Motion was seconded by Councilmember Boyd. Motion carried 6-1, with Councilmember Cobb in opposition.

OR-22-013 Consider an ordinance setting a tax rate of $0.6233 per $100 valuation, comprised of $0.4656 for maintenance and operations and $0.1577 for debt service, for fiscal year 2023 (tax year 2022).

The City Secretary read the caption of the ordinance.

AN ORDINANCE SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY LIMITS OF THE CITY OF KILLEEN, TEXAS, FOR THE 2022 TAX YEAR AND FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF KILLEEN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED INCLUDING PROVIDING A SINKING FUND FOR

THE RETIREMENT OF THE BONDED DEBT OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

Staff Comments: Miranda Drake, Director of Budget
On August 2, 2021, at a City Council meeting, the Killeen City Council set the preliminary tax rate at the rate of $0.6233 per $100 valuation. The preliminary tax rate represents the maximum rate that can be adopted for the FY 2023 Budget. The no-new-revenue tax rate for FY 2023 (2022 tax year) is $0.6059. The voter-approval tax rate for FY 2023 (2022 tax year) is $0.7559. The Texas Tax Code requires the vote on an ordinance setting a tax rate that exceeds the no-new-revenue rate to be a record vote and approved by at least sixty (60) percent of the members of the governing body. In order to set the tax rate above the no-new-revenue rate of $0.6059, the ordinance must be approved by at least five (5) members of City Council. City staff recommended City Council approve the ordinance setting a tax rate of $0.6233 per $100 valuation, comprised of $0.4656 for maintenance and operations and $0.1577 for debt service, for fiscal year 2023 (tax year 2022).

Mayor Protem Wilkerson made a motion stating "I move that the property tax rate be increased by the adoption of a tax rate of $0.6233, which is effectively a 2.87 percent increase in the tax rate." Motion was seconded by Councilmember Boyd.

The City Secretary called for a record vote:

Mayor Pro Tem Wilkerson - Aye
Councilmember Adams - Aye
Councilmember Alvarez - Aye
Councilmember Gonzalez - Aye
Councilmember Segarra - Aye
Councilmember Boyd - Aye
Councilmember Cobb - Nay

Motion carried 6-1, with Councilmember Cobb in opposition.

RS-22-132 Consider a memorandum/resolution to adopt the Five-Year Capital Improvement Plan for Fiscal Year 2023-2027.

Staff Comments: Miranda Drake, Director of Budget
The Fiscal Year 2023 - 2027 Capital Improvement Plan (CIP) for the City of Killeen is a comprehensive document that provides a five-year outlook for capital projects. This document serves as a guide for the preparation of the capital budget. Only those projects scheduled for Fiscal Year 2023 will be incorporated into the annual budget. If additional funding becomes available or projects finish under the budgeted

amount, projects may move to earlier fiscal years as applicable. The Five-Year Capital Improvement Plan is updated on an annual basis. Projects shown in later years are for planning purposes only, as funding and priorities may change during the life of the program. City staff recommended City Council adopt the Five-Year Capital Improvement Plan for Fiscal Years 2023-2027.

Motion was made by Mayor Pro Tem Wilkerson to approve the RS-22-132. Motion was seconded by Councilmember Boyd. Motion carried unanimously.

OR-22-014 Consider an ordinance amending the Code of Ordinances Chapter 24, Solid Waste, to amend commercial solid waste rates.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING CHAPTER 24, SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, BY AMENDING SOLID WASTE RATES; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Jeffrey Reynolds, Executive Director of Public Works

On July 17, 2021, City Council received the results of the solid waste rate study. The study found that the City's commercial revenues were insufficient to fully fund the projected expenses over the next three years. It also found that residential revenues could sufficiently fund the projected expenses over the next three years. On September 14, 2021, Council approved a commercial rate increase of eight percent (8%) to offset the projected shortfall in the Solid Waste Fund. The first year of the recommended increase was approved in FY 2022 and the second year is included in the FY 2023 Proposed Budget. The increase is estimated to generate an additional $581,067 in annual revenue. City staff recommended City Council approve the ordinance amending commercial solid waste rates approved in the FY 2023 Annual Budget.

Motion was made by Mayor Protem Wilkerson to approve the OR-22-014. Motion was seconded by Councilmember Gonzalez. Motion carried unanimously.

OR-22-015 Consider an ordinance amending the Code of Ordinances Chapter 30, Water, Sewers, and Sewage Disposal, to amend commercial water rates.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING CHAPTER 30 WATER, SEWERS, AND SEWAGE DISPOSAL, ARTICLE IV, OF THE CODE OF ORDINANCES OF THE CITY OF

KILLEEN, TEXAS, BY AMENDING COMMERCIAL WATER RATES; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Jeffrey Reynolds, Executive Director of Public Works
On July 7, 2020, City Council received the results of the 2020 Water and Sewer Rate Study. The study found that the City's water revenues were insufficient to fully fund the projected expenses over the next five years. It also found that sewer revenues could sufficiently fund the projected five-year sewer expenses. City Council deferred a rate adjustment at the time due to the pandemic. On September 14, 2021, Council approved a water rate increase which included adjusting the base meter charge and volumetric rate. The first phase of the adjustment is included in the proposed FY 2023 Budget which is estimated to generate an additional $158,000 in annual revenue. City staff recommended City Council approve the ordinance amending commercial water rates approved in the FY 2023 Annual Budget.

Motion was made by Mayor Protem Wilkerson to approve the OR-22-015. Motion was seconded by Councilmember Adams. Motion carried unanimously.

Public Hearings

PH-22-071 HOLD a public hearing and consider an ordinance amending the FY 2022 Annual Budget of the City of Killeen to increase revenue and expense accounts in multiple Aviation Funds.

The City Secretary read the caption of the ordinance.
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2022 ANNUAL BUDGET OF THE CITY OF KILLEEN TO ADJUST REVENUE AND EXPENDITURE ACCOUNTS IN MULTIPLE AVIATION FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Staff Comments: Miranda Drake, Director of Budget
This item was presented to City Council during their September 6, 2022 Workshop meeting. Ms. Drake was available to provide additional information and answer questions.

Mayor Nash-King opened the public hearing.

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

Motion was made by Councilmember Adams to approve PH-22-071. Motion was seconded by Mayor Protem Wilkerson. Motion carried unanimously.

Adjournment

With no further business, upon motion being made by Mayor Protem Wilkerson, seconded by Councilmember Adams, and unanimously approved, the meeting was adjourned at 6:10 p.m.

City of Killeen

Staff Report

File Number: RS-22-139

1	City Council Workshop	10/04/2022	Reviewed and Referred	City Council	10/18/2022

DATE: **October 04, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Jeffery Reynolds, Executive Director of Public Works**

SUBJECT: **Authorize the Allocation of FY23 Street Maintenance Funds**

BACKGROUND AND FINDINGS:

The Transportation Division maintains 566 centerline miles of paved roadways within the City of Killeen, with a total replacement value of $840.4 million dollars.

On March 23, 2021, Ordinance No. 21-013 was approved, increasing the street maintenance fund by $4,250,000 to address emergency street repairs due to the winter storm. Transportation was able to have services performed on 11.61 centerline miles throughout the city.

On September 14, 2021, Ordinance No. 21-055, was approved, amending the street maintenance fee to be set in an amount which provided funds to assist the transportation division in properly maintaining the transportation system. This increase to the street maintenance fee will allow approximately $4,300,000 for annual pavement maintenance, $4,000,000 for cash funded annual street reconstruction, and $1,600,000 annually to repay a $24,000,000 bond issue for street reconstruction. In FY22, just over 19 centerline miles of surface treatments and striping services were completed throughout the city.

City crews make spot repairs and perform crack seal services throughout the year; however, there are larger areas of City roadways that need more extensive work than can be performed by City staff. Therefore, contracts for asphalt milling & overlay, slurry seal services and pavement marking services are utilized. Public Works staff continues to prioritize roadway projects, focusing on throughfares with high traffic and volumes. The following tells of each type of maintenance that will be performed on approximately 29 centerline miles of city roads during FY23 and the allocated cost for each.

Service Type	Vendor	Contract Dates	FY 23 Allocation
Milling and Overlay	Lone Star Paving	May 2021 - May 2023	$2,879,000
Slurry Seal	Viking Construction	April 2022 - April 2024	$846,000
Pavement Markings	Green Dream Int.	Jan. 2022 - Jan. 2024	$200,000
Crack Seal	Staff	N/A	$75,000

Materials needed for street maintenance services are allocated from this fund source in the approximate amount of $300,000 for FY23.

The proposed allocation of street maintenance funds identifies certain services for certain road sections dependent on factors such as age, condition, and previous maintenance services.

THE ALTERNATIVES CONSIDERED:

1) Do not authorize the suggested allocation of street maintenance funds for service, which will delay maintenance services.
2) Authorize the suggested allocation of street maintenance funds for services.

Which alternative is recommended? Why?

Alternative two (2) is recommended allowing Transportation to proceed with needed repairs on City roadways.

CONFORMITY TO CITY POLICY:

Per City Policy and Ordinance, the Department is following the guidelines set forth by Council.

FINANCIAL IMPACT:

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

Expenditures for FY23 will be in an amount not to exceed $4,300,000. Future year expenditures will be based on the approved budget.

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes, funding is available in the Street Maintenance Fund in account 234-3445-434.42-65.

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 Staff recommends that the City Council authorize the suggested allocation of FY23 Street

Maintenance Funds for listed services.

DEPARTMENTAL CLEARANCES:

Legal
Finance
Public Works

ATTACHED SUPPORTING DOCUMENTS:

N/A

FY23 STREET MAINTENANCE ALLOCATION OF FUNDS

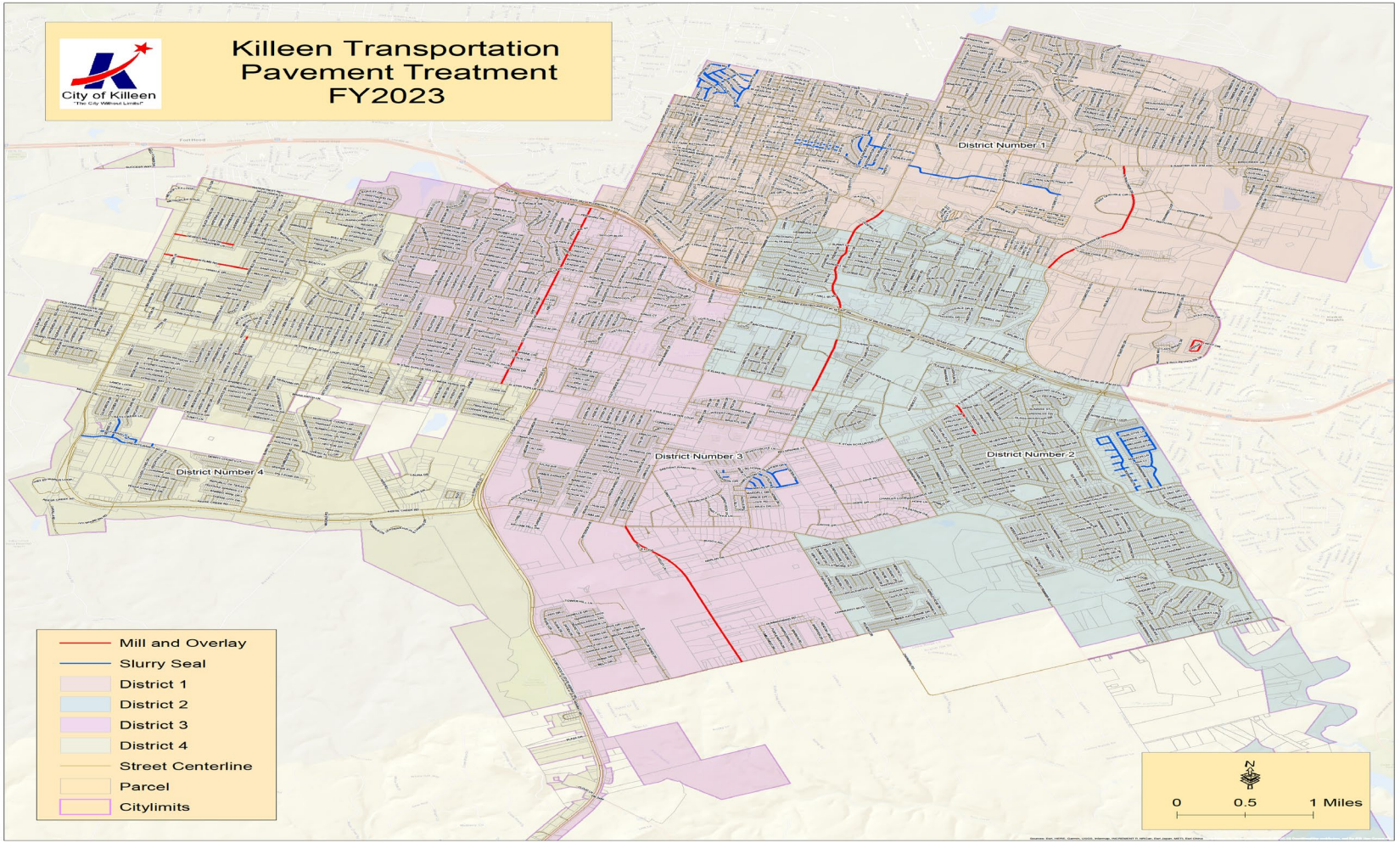
Background

- The Transportation Division maintains 566 centerline miles paved roadways within the City
- September 14, 2021, Ordinance No. 21-055 was amended to increase the street maintenance fee
  - $4.3M annually for pavement maintenance
  - $4.0M annually for cash funded street reconstruction
  - $1.6M annually to repay a $24M bond issue for street reconstruction
- Since FY21 over 30 centerline miles of roads throughout the city have received maintenance.
  - FY23 approximately 29 centerline miles

Background

3

- There are various types of street maintenance performed on the City roadways
  - Milling and Overlay
  - Slurry Seal
  - Pavement Markings
  - Crack Seal


City of Killeen
"The City Without Limits"
Killeen Transportation
Pavement Treatment
FY2023
District Number 1
District Number 2
District Number 3
District Number 4
Mill and Overlay
Slurry Seal
District 1
District 2
District 3
District 4
Street Centerline
Parcel
Citylimits
N
0
0.5
1 Miles

Alternatives

- Do not authorize projected allocation of FY23 Street Maintenance Funds; this will cause a delay in maintenance
- Authorize the allocation of FY23 Street Maintenance Funds

Recommendation

City Council authorize the allocation of the FY23 street maintenance fund; allowing Transportation to proceed with needed maintenance and repairs.

City of Killeen

Staff Report

File Number: RS-22-140

1	City Council Workshop	10/04/2022	Reviewed and Referred	City Council	10/18/2022

DATE: **October 4, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Jeffery Reynolds, Executive Director of Public Works**

SUBJECT: **FY23 Solid Waste Container Purchase**

BACKGROUND AND FINDINGS:

The City of Killeen's municipal solid waste systems, both residential and commercial, are container dependent. Citizens are issued a rollout container(s) that best fits the disposal needs of the household. Citizens have the choice of a 32, 64, or 96-gallon container and pay a monthly disposal fee based on the size and quantity of the containers selected. Commercial businesses are issued containers of various types and sizes depending on their need, and pay fees established by Division 6, Chapter 24 of the City of Killeen Code of Ordinances.

Solid Waste is required to have an inventory of containers in stock to accommodate the normal growth of the city and replace lost or damaged containers for both, residential and commercial customers. On September 13, 2022, Council approved the budget for FY 23, which included a container replacement program for residential and commercial customers. This replacement program will afford Solid Waste the ability to replace an additional 2500 damaged residential and an additional 16 damaged commercial containers throughout the city. The funds are allocated within the solid waste budget Replacement Carts/Dumpster line item for each section.

Account Name/Description	Account/Line item	Budget Amount
Replacement Carts/Dumpsters	540-3460-439.46-73	$281,869
Includes $177,000 for Residential Replacement Program		
New Carts/Dumpsters	540-3460-439.46-74	$69,913
Replacement Carts/Dumpsters	540-3465-439.46-73	$166,350
Includes $89,100 for Commercial Replacement Program		
New Carts/Dumpsters	540-3465-439.46-74	$54,075

Containers are available for purchase through cooperatives such as Sourcewell and OMNIA. The supplier for all residential containers in the City's inventory has historically been the manufacturer Toter, LLC. Residential containers are quoted and purchased through Toter, LLC OMNIA contract No. 171717. The continued purchase of containers from Toter, LLC for resupply of the inventory has four distinct advantages:

- The purchase of rollout containers that are compatible with the City's current rate structure is necessary as the rate structure is based on the size/volume of container (96, 64, and 32 gallons);
- The continued standardization of the City's container and parts inventory decreases administration costs and funds required for replacement parts, such as lids, wheels, and mounting hardware;
- A delivery time of 6-8 weeks after placing the order provides for just-in-time inventory; and
- Additionally, there are no additional setup costs for the City logo, serial numbers, and hot stamped instructions for the user.

Purchases for commercial containers, such as metal dumpsters and roll-offs, are completed through the Sourcewell cooperative utilizing Wastequip Sourcewell contract no. 040621-WQI and Box Gang Manufacturing, LLC Sourcewell contract no. 040621-BXG. Purchases are made in truckload quantities, which provide the best unit price. Prices are subject to change due to fluctuating costs for steel and fuel.

THE ALTERNATIVES CONSIDERED:

1. Do not authorize the purchase of residential and commercial containers, which would cause a shortage in replacement carts and dumpsters.
2. Authorize purchase of residential and commercial containers, allowing Solid Waste to stock the containers needed to provide service to customers.

Which alternative is recommended? Why?

Alternative two is recommended to meet the department's mission and allow Solid Waste to continue providing the containers necessary to serve our customers.

CONFORMITY TO CITY POLICY:

Purchases for containers, metal dumpsters and roll-out containers are historically completed through a purchasing cooperative. 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?

Funds are allocated in the FY23 solid waste annual budget in the amount of $572,207 for the purchase of residential containers and commercial containers.

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes, funds are available in the Solid Waste Fund in the accounts listed below:

Account Name/Description	Account/Line item	Amount
Replacement Carts/Dumpsters	540-3460-439.46-73	$281,869
New Carts/Dumpsters	540-3460-439.46-74	$69,913
Replacement Carts/Dumpsters	540-3465-439.46-73	$166,350
New Carts/Dumpsters	540-3465-439.46-74	$54,075

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City Council authorize the City Manager or his designee to procure residential solid waste containers from Toter LLC, through OMNIA cooperative contract no. 171717 and commercial containers from Wastequip, through Sourcewell cooperative contract no. 040621-WQI, and Box Gang Manufacturing, LLC through Sourcewell cooperative contract no. 040621-BXG in an amount not to exceed $572,207.

DEPARTMENTAL CLEARANCES:

Public Works
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Quotes
Contracts
Certificates of Interested Parties

WASTEQUIP

Sourcewell
Awarded Contract
Contract # 040621-WQI

8521 FM 850, Tyler, TX, 75705
PHONE: 903-405-4475
WQ-10246899

Sell To:

Contact Name	Rebecca Bright
Bill To Name	City of Killeen
Bill To	PO Box 1329 Killeen, TX 76540-1329 USA
Email	rbright@killeentexas.gov
Phone	(254) 526-2696

Ship To Name	City of Killeen
Ship To	2003 Little Nolan Rd (Closed on Wednesdays - no deliveries) Killeen, TX 76542-2764 USA

Quote Information

Salesperson	Chance Hennig
Salesperson Email	chennig@wastequip.com
Salesperson Phone	(361) 362-4485

Created Date	9/8/2022
Expiration Date	10/8/2022
Quote Number	WQ-10246899 Please Reference Quote Number on all Purchase Orders

Product	Product Description	Quantity	Sales Price	Total Price
Container - TX - 125534	6 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	6.00	$1,054.00	$6,324.00
Container - FL - 125539	8 Cubic Yard Standard Duty Hatchback Front Load Container - Floor: 10 gauge, Walls: 12 gauge with Horizontal V-Crimps for Added Strength, Doors: (2) 30"x 30" Sliding, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	44.00	$1,305.00	$57,420.00
Container - TX - 159899T	30 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 10 gauge with 4" x 3" x 3/16" Top Rails, Primed and Painted any Standard Color	14.00	$6,082.00	$85,148.00
Container - TX - 159901T	40 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 10 gauge with 4" x 3" x 3/16" Top Rails, Primed and Painted any Standard Color	2.00	$7,090.00	$14,180.00

Payment Terms	Net 30 Days if credit has been established
Shipping Terms	FOB Origin

Subtotal	$163,072.00
Shipping	$9,281.00
Tax	$0.00
Grand Total	$172,353.00

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is

8521 FM 850, Tyler, TX, 75705
PHONE: 903-405-4475
WQ-10246899

Sourcewell Awarded Contract
Contract # 040621-WQI

	an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.
Additional Information	Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.
Special Contract Information	Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI, eff. 06/02/2021) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

1661 Frontera Rd, Del Rio, TX, 78840
PHONE: 800-424-0422 FAX: 833-930-1124
WQ-10246896

Sell To:

Contact Name	Rebecca Bright	Ship To Name	City of Killeen
Bill To Name	City of Killeen	Ship To	2003 Little Nolan Rd (Closed on Wednesdays - no deliveries) Killeen, TX 76542-2764 USA
Bill To	PO Box 1329 Killeen, TX 76540-1329 USA		
Email	rbright@killeentexas.gov		
Phone	(254) 526-2696		

Quote Information

Salesperson	Chance Hennig	Created Date	9/8/2022
Salesperson Email	chennig@wastequip.com	Expiration Date	9/23/2022
Salesperson Phone	(361) 362-4485	Quote Number	WQ-10246896 Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (968) Greenstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Lid Insert - Read from Street (Existing) ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	4,368.00	$60.60	$264,700.80

Payment Terms	Net 30 Days if credit has been established	Subtotal	$264,700.80
Shipping Terms	FOB Origin	Shipping	$9,865.00
		Tax	$0.00
		Grand Total	$274,565.80

Additional Information

Additional Terms	Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale (“WQ T&C”) located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.
Additional Information	Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of

manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information	Please Note: Pricing and Product offerings is based on the OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities) agreement through Toter's Contract No. 171717 as awarded by the City of Tucson on 02-01-2018. Per the terms of this contract, pricing and products are evaluated every three (3) months for price adjustments based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 8-1-2022 through 10-31-2022. Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Box Gang Manufacturing LLC
16736 E Hardy
Houston, TX 77032 US
(713) 742-5555
info@boxgangmfg.com
www.boxgangmfg.com

Estimate

ADDRESS
Tyler O'Dell
City of Killeen
2003 Little Nolan Rd
Killeen, Tx 76542

SHIP TO
Tyler O'Dell
City of Killeen
2003 Little Nolan Rd
Killeen, Tx 76542

ESTIMATE # 7233
DATE 08/30/2022
EXPIRATION DATE 09/13/2022

SALESPERSON
Tiffany Raye

DESCRIPTION	QTY	RATE	AMOUNT
FL-6 FT 6 Yard Frontload Flattop - 10 gauge floor, 12 gauge sides, plastic lids, 5 foot floor supports (floor channels optional), primed & painted any standard color.	6	977.00	5,862.00
FL-8 FT 8 Yard Frontload Flattop - 10 gauge floor, 12 gauge sides, plastic lids, 5 foot floor supports (floor channels optional), primed & painted any standard color.	44	1,076.00	47,344.00

Estimated freight $1350-1500 depending on whether it is a 48' flatbedl or 53' stepdeck. All pricing must be confirmed at the time of shipping due to volatility. 6) loads w/ 2)containers left over

SUBTOTAL	53,206.00
SHIPPING	9,000.00
TOTAL	**$62,206.00**

Sourcewell ID# 86944
Box Gang Mfg ID#040621 BXG

Accepted By

Accepted Date

Box Gang Manufacturing LLC
16736 E Hardy
Houston, TX 77032 US
(713) 742-5555
info@boxgangmfg.com
www.boxgangmfg.com

Estimate

ADDRESS
Tyler O'Dell
City of Killeen
2003 Little Nolan Rd
Killeen, Tx 76542

SHIP TO
Tyler O'Dell
City of Killeen
2003 Little Nolan Rd
Killeen, Tx 76542

ESTIMATE # 7234
DATE 09/06/2022
EXPIRATION DATE 09/20/2022

SALESPERSON
Tiffany Raye

DESCRIPTION	QTY	RATE	AMOUNT
ROL-TOT2266 30 Yard Tub Opentop Roll-Off - Standard One Piece 1/4" Floor & 10 Gauge Sides, Front & Door, 6"x 2"x3/16" Main Rails, Crossmembers on 18" Centers, 3"x 4"x3/16 Top Tube, Primed & Painted Any Standard Color, Cable Hoist 22' L x 90" W x 60" H	14	6,333.00	88,662.00
ROL-TOT2290 40 Yard Tub Opentop Roll-Off - Standard One Piece 1/4" Floor & 10 Gauge Sides, 6"x 2"x3/16" Main Rails, Crossmembers on 18" Centers, 3"x 4"x 3/16 Top Tube, Primed & Painted Any Standard Color, Cable Hoist 22' L x 90" W x 80" H	2	7,123.00	14,246.00

Estimated freight $1350-1500 depending on whether it is a 48' flatbedl or 53' stepdeck. All pricing must be confirmed at the time of shipping due to volatility. (3) loads

Sourcewell ID# 86944
Box Gang Mfg ID#040621 BXG

SUBTOTAL	102,908.00
SHIPPING	4,500.00
TOTAL	**$107,408.00**

Accepted By

Accepted Date

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Solicitation Number: RFP #040621

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Box Gang Manufacturing LLC, 16736 E. Hardy Road, Houston, TX 77032 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Box Gang Manufacturing LLC
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: Rafael Marrero 6903DACD95B147B...
Jeremy Schwartz	Rafael Marrero
Title: Chief Procurement Officer	Title: President
Date: 5/26/2021 | 11:42 AM CDT	Date: 5/26/2021 | 10:16 AM PDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 5/26/2021 | 7:52 PM CDT

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name:	Box Gang Manufacturing LLC
Does your company conduct business under any other name? If yes, please state:	TX
Address:	16736 E HARDY RD Houston, Texas 77032
Contact:	Rafael Marrero
Email:	rafael@boxgangmfg.com
Phone:	713-742-5555
Fax:	713-742-5555
HST#:	47-5269235

Submission Details

Created On:	Wednesday March 10, 2021 08:58:42
Submitted On:	Tuesday April 06, 2021 14:33:36
Submitted By:	Rafael Marrero
Email:	rafael@boxgangmfg.com
Transaction #:	6bd8b309-76fd-412d-aa11-fdb339fc8a22
Submitter's IP Address:	50.239.243.54

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Box Gang Manufacturing LLC	*
2	Proposer Address:	16736 E Hardy Rd Houston TX 77032	*
3	Proposer website address:	boxgangmfg.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Rafael Marrero, President 16736 E Hardy Rd Houston TX 77032 rafael@boxgangmfg.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rafael Marrero, President 16736 E Hardy Rd Houston TX 77032 rafael@boxgangmfg.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Susan Marrero, VP 16736 E Hardy Rd Houston TX 77032 susan@boxgangmfg.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Box Gang Manufacturing LLC is a minority, veteran owned business that was founded in Houston TX in 2015. Its founders, with over 55 years of experience in the solid waste and recycling industry, saw a need for a reliable, quality and customer centric container manufacturing facility in the fourth largest city in the United States. The philosophy of "getting it done right" has enabled Box Gang Manufacturing to become a leader in the container manufacturing business and a proven source of container supply for not only the commercial sector but for the public sector as well. Our customers include leading national waste hauling companies as well as federal and local governments. The Company produces roll-off hoists, open-top containers, compactors and specialty containers for a diversified base of end users in the waste, recycling, scrap and construction industries	*
8	What are your company's expectations in the event of an award?	Our company expects to provide the quality service we are known for to all Sourcewell members in the US and Canada.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Box Gang Manufacturing and its strategic alliance have over 120 years of combined experience in the industry with a combined annual revenue exceeding $100 million. The alliance is formed in the same mold as Sourcewell but on the supplier side. We are working together as an alliance to bring our respective businesses advantages like faster growth and access to additional knowledge and resources. As an alliance, we have agreed to share resources for this contract to create a competitive advantage.	*
10	What is your US market share for the solutions that you are proposing?	Our combined Market share is over 20% for containers (rolloffs and frontloads) 21% in Cable/Hook hoists 15% Compactors 26% Compactor Odor control Solution 35% dewatering equipment (used to transport solid waste after processing in wastewater treatment plant)	*
11	What is your Canadian market share for the solutions that you are proposing?	10% Containers	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Box Gang Manufacturing is a manufacturer and has entered into an alliance agreement with other regional container manufacturers to provide the products and services in this RFP. Our network spans the US and Canada in locations in California, Arizona, Texas, Indiana, Massachusetts, Florida. Louisiana and Washington. Our Alliance is comprised of: Galfab, Iron Container, Glacier Ozone, Spectrum Water, McLaughlin Group, International Containers, and Box Gag Manufacturing. Box Gang Manufacturing is also the exclusive US dealer for all Grimaldi hoists and equipment. Grimaldi is the largest hook hoist manufacturer in South America having 70% of the market. Grimaldi is a 55 year old company that has over $300MM in annual revenue. Grimaldi's hoists and parts are supported by our dealer network (See attached map) and has national reach. Grimalid's website ; http://www.grimaldi.com.br/	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We have obtained all local and state business licenses. I addition we have local, state and federal environmental permits to operate paint booths and in some locations sandblasting equipment	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Houston Business Journal Fast 100 Companies 2019 Houston Business Journal Top 10 Hispanic owned firms 2019 Houston Business Journal Top Veteran Owned Firm 2019 Houston Minority Business Council E10 Award 2018 US Dept Of Commerce Top Minority Manufacturer 2018	*
17	What percentage of your sales are to the governmental sector in the past three years	10-15%	*
18	What percentage of your sales are to the education sector in the past three years	5%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC $1000000 Texas Buy Board $500000	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract number 47QSWA20D000W Awarded Nov 2019 Annual sales $350000	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Orlando	Kevin Hoolihan	407-246-2796	*
City of Lakeland	Gene Ginn	863-834-8777	*
Chambers County	Eddie Gallaway	409-267-8204	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Department Of Defense	Government	Texas - TX	Containers - Rolloffs and Front Loads	$100K	$2000000	*
Federal Prison Bureau	Government	Texas - TX	Compactors	$50K	$1,500,000	*
Dept of Veterans Affairs	Government	Texas - TX	Compactors	$25K	$300000	*
Ft Bend County Sherriffs Office	Government	Texas - TX	Compactors/ Service	$10K	$25000	*
City of Orlando FL	Education	Florida - FL	Containers - Rolloffs and Front Loads	$40000	$250000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	All alliance members will have a dedicated alliance sales manager to cover their territory. In some cases, due to geographic and demographics more than one sales manager will be dedicated ensuring proper coverage and responsiveness. All sales manager will report contacts and potential new member leads to the Alliance coordinator. All sales personnel are direct employees. We will have a combined 26-28 sales representatives. In addiiton to the internal company's sales force we have a network of dealer and sales representatives across the nation (see attached map)	*
24	Dealer network or other distribution methods.	Our products have various dealers based on product type. See attached maps for dealer network for compactors, deatering equipment and hoists. For containers, our territories are divided based on providing the product at the right time for the right price. Please see the attached map of locations	*
25	Service force.	We have a robust service force that has national reach. Our combined workforce of over 600 full time workers ensure we meet and exceed both quality and responsiveness to our customers. Our full time employees are augmented by our service network of 6 independent service providers. Please see the attached map of service locations and coverage	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	There will be 2 dedicated personnel tracking any new orders. Orders will be turned around within the same day with estimated production lead times. Service calls will also be turned around on the same day with an estimated repair day. All personnel handling the customer service calls and performing the work whether at our locations or at the customer's location will be under supervision of a direct employee.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We intend to service all Sourcewell covered geographic areas and member sectors	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We intend to service all Sourcewell covered geographic areas and member sectors	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific contract requiremt or restriction exists	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our Alliance manager will send an initial email and information on the award followed by a sales call explaining the sales process of this ward and the expectation on sales and marketing calls. Monthly, we will have a centralized infoblast that will discuss services equipment and potential opportunities to our sales force. A monthly sales call will go over sales goals and metrics to make sure our sales force is not only taking care of current members but is also explaining the virtues of the program to potential members.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have social media accounts in Facebook , Instagram, Twitter and Linkedin which depicts our products and services. We are willing to tag Sourcewell and advertise the contract award and its benefits to current and prospective members. Our service offering will be highlighted via social media as well.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our view is that we are responsible for the promotion and dissemination of the contract award. We expect Sourcewwell to post the award on their board and send an initial email to its members. After that we would take over the sales marketing and execution of the contract	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer compactor training at our sites or at the Sourcewell Members location. We will also offer compactor repair training at our facility. Training will be provided to any Sourcewell member at no cost. Our technicians which are trained in compactor repair and maintenance will train member personnel upon request. We also stand ready to provide training of the safe use and operation of both cable and hook hoists at no cost to Sourcewell members.	*
37	Describe any technological advances that your proposed products or services offer.	Our containers are manufacture with the latest technological advances and exceed ANSI standards. Our above frame hoist designed, but not limited to CNG chassis, features outboard mounted lift cylinders and a vertical lift assist cylinder. It is designed to operate with low pressure, which will increase its life and reduce maintenance costs. Auxiliary fold down stops used for short containers. This can allow for better weight distribution for the chassis. More than one set can be used for containers of varying lengths.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We recycle our scrap metal. We also have instituted a waste recycling program at the plant	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Minority Owned business - HMSDC SDVOB- US Dept of Veterans Affairs Texas HUB - State of Texas	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We are alliance of 7 container, compactor and hoist manufacturers whose sole purpose is to exceed our customer expectations. Individually we cannot compete because our geographical locations but together we can provide a national solution for Sourcewell members. Our combine experience and geographical reach makes us the best choice.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

42	Do your warranties cover all products, parts, and labor?	Box Gang Manufacturing warrants only product of its manufacture against operational failure caused by defective material or workmanship which occurs during normal use within 12 months from the date the product is shipped from the factory. Box Gang Manufacturing will replace all parts of our manufacture free of charge that prove to be defective after inspection at our factory. Before any repairs are made permission must be obtained by Box Gang Manufacturing Warranty for replacement parts is limited to the remaining portion of the original warranty, or are warranted for 30 days from the date of shipment This limited warranty is expressly in lieu of all other warranties, expressed or implied, and of all other obligations or liabilities on the part of Box Gang Manufacturing. It neither assures nor authorizes any other person to assure to it any other liability in connection with the sale herein contemplated. Box Gang Manufacturing does not assume any liability for loss of product, time, income, or any other consequential damages including environmental.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Box Gang Manufacturing makes no warranty on any of its equipment used in any way except as it was designed, intended, and sold to perform. Any misuse, damage due to accident, outside alterations or negligence voids applicable warranty.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No diagnostic, freight or travel cost shall be covered by this warranty. All labor cost allowed shall be in accordance with established rates. In case of alleged defects, products shall be returned to Box Gang Manufacturing with transportation charges prepaid.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have certified technicians able to perfom work nationally	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All product purchased by Box Gang Manufacturing from an outside vendor shall be covered by the warranty of the respective vendor only. Box Gang Manufacturing does not participate in or obligate itself to any such product or extended warranty.	*
47	What are your proposed exchange and return programs and policies?	Box Gang Manufacturing warrants only product of its manufacture against operational failure caused by defective material or workmanship which occurs during normal use within 12 months from the date the product is shipped from the factory. All product purchased by Box Gang Manufacturing from an outside vendor shall be covered by the warranty of the respective vendor only. Box Gang Manufacturing does not participate in or obligate itself to any such product or extended warranty. Box Gang Manufacturing will replace all parts of our manufacture free of charge that prove to be defective after inspection at our factory. Before any repairs are made permission must be obtained by Box Gang Manufacturing. Warranty for replacement parts is limited to the remaining portion of the original warranty, or are warranted for 30 days from the date of shipment. Box Gang Manufacturing makes no warranty on any of its equipment used in any way except as it was designed, intended, and sold to perform. Any misuse, damage due to accident, outside alterations or negligence voids applicable warranty. No diagnostic, freight or travel cost shall be covered by this warranty. All labor cost allowed shall be in accordance with established rates. In case of alleged defects, products shall be returned to Box Gang Manufacturing with transportation charges prepaid. This limited warranty is expressly in lieu of all other warranties, expressed or implied, and of all other obligations or liabilities on the part of Box Gang Manufacturing. It neither assures nor authorizes any other person to assure to it any other liability in connection with the sale herein contemplated. Box Gang Manufacturing does not assume any liability for loss of product, time, income, or any other consequential damages including environmental. All claims shall be processed through your authorized dealer or our factory	*
48	Describe any service contract options for the items included in your proposal.	We can provide service contracts for the products we offer underthis RFP.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We currently work with 3 financing companies that will work with Sourcewell clients and provide financing or leasing options if required	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our Alliance manager will send an initial email and information on the award followed by a sales call explaining the sales process of this ward and the expectation on sales and marketing calls. Monthly, we will have a centralized infoblast that will discuss services equipment and potential opportunities to our sales force. A monthly sales call will go over sales goals and metrics to make sure our sales force is not only taking care of current members but is also explaining the virtues of the program to potential members. We will report sales similar to the process we use to track GSA , Texas Buy Board and HGAC sales. The orders will be tagged in the system as a Sourcewell order and tracked from rpoduction to delivery by the Alliance manager. Once the product and delivered the payment will be tracked until its received and in turn pay the administrative fee to Sourcewell	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept Pcards as a form of payment, a 2.5% charge will be added to a purchase order over $25000. No charge for any order under $25000	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing is divided by categories: Steel containers, compactors, hoists, odor control and dewatering boxes. Sourcewell receives a discount off List price. Due to the fluctuation and volatility of the steel market we have added a column with a ceiling price for the diferent line items. This will be the maximum dollar amount charged in the contract in the event the price of steel continues to increase	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount is based on the category type and ranges from 5 to 20% off list price	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Open market items will be sourced at cost plus a percentage. These items will be clearly outlined in the orders and will be offered at competitive prices	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items not included in the pricing are freight and installation. We provide site visits and training at no cost to Sourcewell members.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We maintain relationship with major carriers in the US and Canada. The member will have the choice of obtaining shipping on their own or having us arrange the shipping of the ordered product. If we arrange shipping a minimum of 3 quotes will be obtained.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We maintain relationship with major international/overseas carriers in the US and Canada. The member will have the choice of obtaining shipping on their own or having us arrange the shipping of the ordered product. If we arrange shipping a minimum of 3 quotes will be obtained.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Customers will have the option of stacking containers to save on freight costs. Members choosing this option will receive extra touch up paint since scrapes are likely to happen using this method of shipping. Members will be responsible for the touch up of the container once delivered. Containers shipped under this option will also be shipped without the lids installed for front loads and doors for rolloffs. Customers will be responsible for lid and door installation if they chose this shipping method	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Our process will be similar to the one we use for tracking GSA contract sales. Once an order is placed, the order will be "tagged" as a Sourcewell entity sale. Our contract administrator will verify that the correct pricing for the product is applied in accordance with the price list in the contract. On a monthly basis a report will be generated deliniating the sales to Sourcewell entities and in turn the appropriate fee will be paid to Sourcewell. This process is not only used for GSA sales but also used for sales under the HGAC and Texas Buy board contracts	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Box Gang Manufacturing proposes a fee of 2% . This fee aligns with the other purchasing cooperative contracts we have	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We intend to provide the following: 1. Front Load Containers 2. Rear Load Containers 3. Rolloffs (rectangle and Tub style) 4.Dewatering Containers - These are watertight rolloffs with specialized filters used in wastewaster treatment plants. Water flows thru these containers prior to entering the system. Solids that are flushed in the sewr are trapped in the containers to prevent clogging of the plants. Once the containers are full the solid that are filtered are taken to the landfill for disposal 5. Compactors. Staionary and self contained compactors 6. Hoists. Cable and Hook	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1. Dewatering. Watertight rolloffs with specialized filters used in wastewaster treatment plants. Water flows thru these containers prior to entering the system. Solids that are flushed in the sewr are trapped in the containers to prevent clogging of the plants. Once the containers are full the solid that are filtered are taken to the landfill for disposal 2. Odor Control . Ozone producing equipment that attche ozone molecules t othe odor producing bacteria disrupting its composition and therefore neutralizing odors	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	(•) Yes ( ) No	Front Loads, Rear Loads, Rolloffs, Receivers, dewatering equipment	*
67	Knuckleboom and grapple loaders	( ) Yes (•) No	NA	*
68	Hook and hoist dumpster loaders	(•) Yes ( ) No	Galfab Cable hoists and Grimaldi Hook Hoist	*
69	Roll-off trucks and container handlers	( ) Yes (•) No	NA	*
70	Refuse and recyclable material balers and compactors	(•) Yes ( ) No	Compators only Not Balers	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	1. Customer Engagement. Number of "touches" vs closed sales 2. Resolution rate - When a customer has a question or complaint, our goal is to close the loop and resolve the issue. 3. Sales to date. Target Sourcewell members 4. Sales to date by product	*
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	Containers - Each container manufacturing facility carries parts for all steel containers and can deliver container parts nationally. All containers come with a 1 year warranty Hoists- Parts distribution centers are located in Indiana, Texas and Arizona. In addition to those centers all hoists dealer carry parts for both hook and cable hoists to facilitate a availability to our clients. Hook hoists offer a 1 year structural warranty and cable hoist offe a 2 year tructural warranty. Compactors - Each compactor manufacturing facility carries parts for all steel containers and can deliver container parts nationally. Compactors come with a 6 month warranty Odor Control- Glacier Ozone products come with a have a 1 (one) year unconditional warranty on all parts and labor with the exception of the lamps.	
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	Our hoists offer the patented commmercially available hoist that provides a superior solution for cable-hoists mounted on a compressed natural gas (“CNG”) truck chassis. The location of CNG tanks has required hoist producers to rework their designs and Galfab believes that its CNG solution is superior to competitive offerings and will be a source of market share wins as more national fleets move towards CNG. We also offer THE HOOKER”container securement system. This Air operated container securement device used in lieu of the ratchet tie-down system. Each hook (two per side) has a hold-down capacity of 40,000 lbs.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - BG FINANCIALS.pdf - Monday April 05, 2021 06:02:24
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates - SDVOB AND MINORITY CERTIFICATES.pdf - Monday April 05, 2021 06:06:02
- Warranty Information - WARRANTY.pdf - Tuesday April 06, 2021 13:08:41
- Pricing - PRICING.pdf - Tuesday April 06, 2021 14:31:16
- Upload Additional Document - MAPand productoffering.pdf - Tuesday April 06, 2021 13:00:40

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rafael Marrero, President, Box Gang Manufacturing LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	☑	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	☑	1

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

Tiffany Raye
Printed Name

9-6-22
Date

Boxgang Mfg.
Company Name

Sales & Contract Mgr.
Title

Refuse and Recycling Container Solutions and Related Products, Equipment and Services
Executive Summary

Lead Agency: City of Tucson, AZ

Solicitation: #171717

RFP Issued: June 23, 2017

Pre-Proposal Date: July 6, 2017

Response Due Date: July 24, 2017

Proposals Received: 2

Awarded to: Toter, LLC

The City of Tucson, AZ Department of Procurement issued RFP #171717 on June 23, 2017, to establish a national cooperative contract for Refuse and Recycling Container Solutions and Related Products, Equipment and Services.

The solicitation included cooperative purchasing language in the Introduction and Special Terms and Conditions sections of the RFP.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson, AZ website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald News, IL
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On July 24, 2017 proposals were received from the following offerors:

- Toter, LLC
- IPL Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Toter, LLC and proceeding with contract award upon successful completion of negotiations.

The City of Tucson, AZ, National IPA and Toter, LLC successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of October 31, 2017.

Contract includes:

Term:

Initial one year agreement from February 1, 2018 through January 31, 2019 with the option to renew for four (4) additional one-year periods through January 31, 2023.

Pricing/Discount:

- The City of Tucson, AZ award includes a broad menu of options so that each participating agency may customize their carts for the particular needs of their community. Therefore, each project MUST be priced individually. A Toter representative will work with each individual agency to identify the requirements and review the options available to meet those requirements.
- For additional information, please contact your local Toter representative or contact Toter Municipal Sales Division Customer Service at 800-424-0422.

National IPA Web Landing Pages:

http://www.nationalipa.org/Pages/Contracts-search.aspx?k=toter

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CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPT.
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4134 / FAX: (520) 791-4735
Cynthia.Thompson@tucsonaz.gov
ISSUE DATE: JULY 29, 2022

CONTRACT #171717-01
CONTRACT AMENDMENT NO.: TWENTY-ONE (21)

CT
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

REFUSE & RECYCLING CONTAINER SOLUTIONS AND RELATED PRODUCTS, EQUIPMENT, AND SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE ADJUSTMENT

Pursuant to Paragraph 3 (Price Adjustment) of the Special Terms and Conditions section, as revised by Amendment Five (5), Groups I, II, and III are hereby adjusted per the attached Toter Price list, with an effective date of **August 1, 2022, through October 31, 2022**.

ITEM TWO (2) CONTRACT EXTENSION

In accordance with Contract Standard Terms and Conditions, Section 10, "Contract Amendments" both parties hereby agree to extend the Contract for the period of **February 1, 2023 through April 30, 2023**, or until a new contract has been awarded, whichever is sooner.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: TOTER, LLC

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT

DocuSigned by:
[signature]
Signature of person authorized to sign — Date: 7-29-2022

Derrick Masimer, Vice President of Sales Operations
Name and Title (typed or printed legibly)

Toter, LLC
Company Name

841 Meacham Road
Address

dmasimer@toter.com
Email Address

Statesville NC 28677
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Kellie K. Clark, Manager, Bids/Contracts
Name and Title (typed or printed legibly)

704 768-2584
Phone Number

kclark@toter.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 1st DAY

OF August, 2022, AT TUCSON, ARIZONA.

for
as Director of Procurement and not personally

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.

Laura P. Hubbard
Signature

Toter, LLC
Company Name

Laura P. Hubbard
Printed Name

Director of Municipal Sales
Title

September 6, 2022
Date

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Sourcewell

Solicitation Number: RFP #040621

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wastequip Manufacturing Company LLC, 6525 Morrison Blvd., Suite 300, Charlotte, NC 28211 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's affiliates, authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

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Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

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broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Wastequip Manufacturing Company LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: John Defenbaugh 1el C78BB77820D1461...
By: _____	By: _____
Jeremy Schwartz	John Defenbaugh
Title: Chief Procurement Officer	Title: President-Commercial
Date: 5/26/2021 | 2:57 PM CDT	Date: 6/2/2021 | 2:32 PM EDT

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 6/2/2021 | 1:39 PM CDT

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name:	Wastequip Manufacturing Company LLC
Does your company conduct business under any other name? If yes, please state:	Wastequip LLC
Address:	841 Meacham Road Bid Location Statesville, NC 28677
Contact:	Marya Jenkins
Email:	mjenkins@wastequip.com
Phone:	800-424-0422 09587
Fax:	800-424-0422
HST#:	223191624

Submission Details

Created On:	Thursday February 18, 2021 14:24:47
Submitted On:	Tuesday April 06, 2021 11:17:52
Submitted By:	Marya Jenkins
Email:	mjenkins@wastequip.com
Transaction #:	7520c546-beb0-4e2b-9423-af6d89d3f024
Submitter's IP Address:	65.158.142.90

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Wastequip LLC	*
2	Proposer Address:	6525 Morrison Blvd, Ste 300 Charlotte, NC 28211	*
3	Proposer website address:	www.wastequip.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Defenbaugh, President, Commercial 6525 Morrison Blvd, Ste 300 Charlotte, NC 28211 JDefenbaugh@wastequip.com 704.366.7140	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marya Jenkins, Bid/Contract Specialist 841 Meacham Road Statesville, NC 28677 MJenkins@wastequip.com 800-242-0422 Ext 09587	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Privately held, Wastequip is the leading North American manufacturer of waste handling equipment. Headquartered in Charlotte, North Carolina with manufacturing and service facilities throughout North America, the company has over 2,000 employees across North America. With locations throughout the United States, we serve our customer base on a local level while delivering economies of scale that smaller manufacturers cannot achieve. Since many of our brand companies serve sectors in which it can be difficult and costly to ship products from remote locations, this gives us a distinct advantage over competitors with a smaller footprint. Wastequip was created to consolidate the highly fragmented and regionalized waste equipment manufacturing sector. Our vision was to provide the large and growing base of national haulers with a single source for their waste hauling needs, including standardized equipment, highly durable products, inventory availability, faster delivery and outstanding customer service. Wastequip established an extensive North American manufacturing and service footprint. Over the course of three decades, Wastequip strategically purchased the top companies and best brands — from refuse trucks, to hoists, carts and tarping systems — and united them under the Wastequip name.	*

8	What are your company's expectations in the event of an award?	As a possible incumbent awardee, Wastequip expects to: 1. Continue to increase awareness in the marketplace regarding our Sourcewell contract, our products and services by offering total product purchase solutions using our Sourcewell contract and teaming with other Awarded Sourcewell Vendors. 2. Continue to promote Sourcewell within our existing customer base and expand this offering to newly acquired divisions within Wastequip. 3. Continue to improve upon our dealer networks understanding of Sourcewell and how to utilize our Sourcewell contract to gain the competitive advantage. 4. Continue revenue growth by continuing to gain market share.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attachment labeled: 2. RFP 040621 Wastequip Q9 Financial Strength and Stability This attachment includes our 2020 unaudited financials and current bond rating letter.	*
10	What is your US market share for the solutions that you are proposing?	While Wastequip's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Based on our internal estimates, we determined that most of Wastequip's business units enjoy a number one or number two position in the marketplace, including our Steel Group and Galbreath Mobile Group.	*
11	What is your Canadian market share for the solutions that you are proposing?	Most of our divisions do a very small amount of business in Canada therefore we do not track our Canadian market share.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b). Wastequip is best described as a manufacturer.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Wastequip has all requisite permits and licenses to operate in each local facility and service area. While there are no particular national licenses or certifications required to be held in our industry, Wastequip has implemented QUALITY ASSURANCE PROGRAM built on the same structure as ISO. 1.The purpose of our Kanban implementation is to produce exactly what the customer wants, when the customer wants and in the quantity the customer wants. 2. Our WPS system is a 5 step process for organizing our workplace. This organization establishes a workplace standard/normal condition. It creates a standardized, safe and better working environment. It enables us to work more effectively. It encourages ownership and teamwork and creates visual management tool by enabling quick recognition of abnormalities in order to take actions to return or improve the standard. 2. Wastequip operates facilities that are OSHA compliant. 3. Wastequip products offer full compliance with the following American National Standards Institute (ANSI) Standards to ensure consistent quality: ANSI Z245.30 – 2008 Waste Containers-Safety Requirements and Z245.60-2008 Waste Containers-Compatibility Dimensions ANSI Z245.2-2013 Stationary Compactors and Z245.5-2013 Baling Equipment ANSI Z245.1 Mobile Wastes and Recyclable Materials Collection Wastequip employees from several divisions have or are currently serving on National Waste and Recycling Association committees or subcommittees.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 - Nick Wiseman, Wastequip's CHRO, was recognized by the HRO Today Association as a 2020 Finalist for the Engagement Strategy Excellence Awards for the North America Region. 2019 - Wastequip was recognized by Charlotte Magazine as the Best Company to Work For 2019 - Kristin Kinder, Wastequip's VP of Research and Waste Stream Sustainability, was recognized by Waste360 for 40 Under 40. 2019 - Henry Retamal, Wastequip's President of Operations, was recognized by Waste360 for 40 Under 40. 2018 - Steve Klueg, Wastequip's CFO, was recognized by the Charlotte Business Journal as CFO of the Year. 2018 - Rich Sedory, Wastequip's General Council, was recognized by the Charlotte Business Journal as Outstanding General Counsel of the Year. 2017 - Wastequip was recognized by the Charlotte Business Journal as the Middle Market Leader of the Year	*
17	What percentage of your sales are to the governmental sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 6% of our total sales were to the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 1% of our total sales were to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell: National Co-Operative Contract; $9.44 M; $15.2 M; $13.9 M Houston Galveston Area Council (HGAC): National Co-Operative Contract; $762K; $924K; $1.06 M Texas BuyBoard: National Co-Operative Contract; $944K; $1.48 M; $821K	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None at this time.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Huntsville	Darrel Luker	936-581-6417	*
City of Nacogdoches	Cary Walker	936-559-2582	*
Calcasieu Parish	LJ Wimberly	337-721-3760	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
CITY OF ALBUQUERQUE	Government	Arizona - AZ	Provide refuse equipment	Varies	$1.72M	*
CITY OF MISSION	Government	Texas - TX	Provide refuse equipment	Varies	$796K	*
CITY OF HARLINGEN	Government	Texas - TX	Provide refuse equipment	Varies	$708K	*
CITY OF LOGAN	Government	Utah - UT	Provide refuse equipment	Varies	$525K	*
LOWER VALLEY WATER DISTRICT	Government	Texas - TX	Provide refuse equipment	Varies	$479K	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	The majority of Wastequip sales are made directly by Wastequip employed Regional Sales Managers (RSM). Our direct Wastequip employed sales network consist of the following: Wastequip Steel Group to include compaction equipment consists of (18) RSM's that cover the continental US, Hawaii, Alaska, and Canada and (8) Customer Services Representatives (CSR) Confab Steel Group consists of (3) RSM's that cover the lower US West Coast and Hawaii and (6) CSR's Galbreath Mobile Group consists of (5) RSM's that cover the continental US and Canada and (3) CSR's Amrep Mobile Hoist Group consists of (5) RSM's that cover the continental US and Canada and (8) CSR's All groups are supported by our Wastequip Bid Team and our Wastequip Call Center Inside Sales Team members. Wastequip also provides product group specific Warranty Teams. Together these team members perform all actions necessary to produce an acceptable level of sales, including, but not limited to: making sales calls necessary to cover territory, assisting with test programs and warranty administration. All dealers and service providers are independent third party contractors and employ their own teams consisting of sales, service and warranty staff.	*
24	Dealer network or other distribution methods.	All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip. 1. Wastequip/Confab Steel Groups offer approx. fourteen (14) Preferred Dealers who employ sales and service staffs. 2. Galbreath Mobile Group touts a robust dealer network for the cable hoist market consisting of approximately fifty (50) qualified Galbreath dealers located strategically across the US. 3. Amrep Mobile Hoist Group offers a geographically diverse independent third party dealer network consisting of (6) dealers with (11) locations, who aid in developing new business and provide additional support services to Amrep. Wastequip's Amrep division services our customers and dealer network from (5) factory owned locations. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.	*
25	Service force.	All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip. Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment. Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance. All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Wastequip prides itself on superior customer service and has significant experience servicing both large and small municipal and privately owned accounts as well as multi-location organizations. Our extensive customer base demands rigorous, just-in-time delivery performance and responsive customer service. Wastequip's Customer Service Representative (CSR) handle customer needs prior to, during, and after orders are placed with our company. Our goal for standard product order entry is to have customers' orders submitted, entered, and confirmed with ship dates within 48 hours of receiving the Purchase Order. Non-Standard or Special Products go through a similar process that includes engineering, sales drawing submittal for approval, and then from approval on to confirmed ship date. At Wastequip we want all customers to have a great experience with our products – from our first contact with us all the way through product delivery. As such, we have adopted the following customer service credo: Commitment: • We will treat all customers with respect (regardless of size) • We will follow up with customers upon receipt of order to ensure satisfaction • We will resolve any issues quickly Support: • We will provide a dedicated Customer Service Representative (CSR) for each participating member • We will respond quickly on quotes (same-day response in most cases) • We will provide an order confirmation (within 48 hours in most cases) • We will call customers with shipping & delivery information and provide early notification should there be any issues with orders	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All Wastequip Groups are able to fully serve all 50 states and U.S. Territories	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All Wastequip Groups are able to fully serve Canadian Provinces	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces. Wastequip's Amrep Mobile Hoist Group currently has a stronger presence in the Western Region of the United States. In 2018 an Eastern production facility was opened in Salisbury N.C. to manufacture for the Eastern market. Since 2018 Amrep has been widening its reach and presence in the Central and Eastern U.S. Wastequip's Amrep Group intends to maintain the expansion by continually adding support dealers in areas where service facilities are limited. There are no current contracts nor relationships that limit our ability to serve the aforementioned markets.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific contract requirements or restrictions would apply. Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Please see attached 7. RFP 040621 Wastequip Q32 Marketing Plan Samples Within selected media channels, Wastequip will announce its continuing partnership with Sourcewell via a press release or other content delivery form. This will be directed at those market categories with whom this message and value will resonate. Wastequip will advertise via digital and print platforms, including social media outlets, with paid and organic creative. The target audience will include Government buyers in such segments as Public Works and Municipalities, and in such publications as American City and County and/or Government Product News. Our association and partnership with Sourcewell will be prominently displayed at appropriate trade show events. Wastequip participates in a variety of major/national trade shows, as well as having a presence in numerous regional shows and events. We will promote the partnership by incorporating the Sourcewell logo on various show assets (such as banner stands) and literature as appropriate. Wastequip has numerous web properties that promote our value to the markets we serve, and we will include Sourcewell information and possibly a link back to Sourcewell (depending on link feasibility) on our web properties.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	***CONFIDENTIAL INFORMATION*** Facebook: Wastequip utilizes both paid and organic posts to promote partnerships, product release, service offerings, and our dedication to creating and maintaining a sustainable environment. We are able to hone our message and be exacting in who we reach, and our Facebook property allows for interaction with both customers (such as municipalities) and the general consumer. We are able to capture these visits to our page and understand if our messaging is resonating, and then adjust accordingly (if necessary). LinkedIn: This platform allows Wastequip to reach specific job titles and companies that have an interest in our product, and also allows us to open the door to new market opportunities and reaching new segments for penetration. Wastequip website properties: Within our websites, we provide the value we offer to the market and answer the question of "Why choose Wastequip." Our sites are segment focused, with a sub focus on product. We are able to capture data on visitors and gain a better understanding of what the market desires and what is important to them when selecting a supplier of products and services. Banner ads: Wastequip tracks site visits and conversions from keywords and banner ads as seen in publications of interest. Email inquiries are tracked through the sales cycle in Salesforce by lead source. Wastequip uses Google Analytics, Pardot tracking, Salesforce reporting, and pay per click data to enhance the effectiveness of our marketing campaigns. The Wastequip YouTube channel allows interested users (customers, consumers) to actually view a variety of products in use. This helps enhance reputation in the market, and broadens our message as being a provider of sustainable, durable, and effective products. Wastequip uses Twitter to share more news oriented content or retweet relevant waste industry news content.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Wastequip believes the Sourcewell role in promoting the contract is similar to Wastequip's'. Based on the success we have enjoyed with Sourcewell for the past 11 years we believe we have a good understanding of and appreciation for Sourcewells' promotion of our contract to its member agencies. Wastequip will continue to share the responsibilities. 1. Networking - In light of the current COVID pandemic and networking opportunity limitations, Wastequip and Sourcewell should share and exchange information in order to help each organization to promote the contract. Our organizations can share newsletters, participate in e-mail networks, or meet at seminars and conferences once open to the public events occur. 2. Multisector Collaborator - Sourcewell and Wastequip should continue to work together to look for ways to expand product offerings based on Sourcewell Member needs, if those needs were not initially included into the RFP. Sourcewell and Wastequip should work together to offer more in depth dealer/distributor network training. By sharing the above listed responsibilities Wastequip's aim is to strengthen the relationship between our Regional Sales Managers with the Sourcewell professional staff. We also look forward to more pro-active marketing of this contract through our Wastequip Marketing team using electronic media, shows and meetings. The Wastequip Bid Department will continue to be a primary conveyor of our partnership with Sourcewell, and include the appropriate logo and data in bid/contract packages as deemed necessary. This will extend the reach of Sourcewell into markets that Sourcewell currently may not serve and aide in bringing awareness to those markets.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, due to the special requirements of the products Wastequip manufactures, our products are not currently available for e-procurement to municipal/government entities.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Wastequip Steel Group offers specific Sales and Compaction Technical training consisting of the following: 1. Compaction Sales Training: Training is provided at no charge and consists of basic overview of compaction operation and usage. Nine classroom training modules cover fundamentals, process, applications, waste flow analysis, equipment types, feeding recommendations, electrical requirements, location analysis, site surveys, and available equipment options. Sales Training can be geared for 1 day or broken into smaller multiple sessions. 2. Compaction Technical Training: Training is a 2-day classroom and hands-on course for service and maintenance personnel of compaction and baler equipment. The course is $350 per student and each attendee receives a service training manual, training competitions certificate and an electric volt meter. The curriculum includes the following: 1. Plant Tour 2. Hydraulics 3. Electrical Theory 4. Hands-on hydraulic and electrical demonstrations 5. Troubleshooting systems 6. Application of classroom knowledge to achieve solutions 7. Guardian Control System 8. ANSI (American National Standards Institute) 9. Lock out / tag out procedures 10. Review of new equipment features	*
37	Describe any technological advances that your proposed products or services offer.	Wastequip manufactures a full range of garbage collection, compaction, transportation, and disposal equipment for residential, commercial, and industrial applications. Wastequip's commitment and continued investment into product innovation will lead to continuous improvement in every phase of waste management. 1. Wastequip has partnered SSAB, a global specialty steel supplier, to develop a high strength roll-off container for the construction and demolition industry. This container incorporates SSAB's Hardox 450 wear plate for better performance and sustainability to withstand the abuse of containers used in these dense waste applications. Wastequip's RockBox containers are twice as strong and last four times as long as standard containers used in these applications. The use of Hardox 450 wear plate and a unique floating body design allows this to be done without increasing the container tear weight. 2. Galbreath Mobile Group provides alternate fuel compatible roll-off hoists to meet the needs of customers desire to operate compressed natural gas (CNG) powered vehicles.	*

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Wastequip, we’re focused on building a bright future for our employees, our communities, and our environment. And our CORE program — reflecting our COrporate REsponsibility commitment to sustainability, diversity and philanthropy — exhibits our dedication to: • Helping define the future of the waste industry with progressive thinking and leadership • Developing products with consideration for the environmental impact to future generations • Employing a diverse workforce, providing development opportunities and valuing diverse perspectives • Continuing to demonstrate social consciousness so our team members and customers are proud to work for or do business with Wastequip As part of the CORE program, Wastequip is committed to creating more sustainable products, processes and facilities, without sacrificing our legendary quality. Future generations are counting on us to create better products, and to do so more responsibly. As a manufacturer, identifying efficiencies in how we source materials and manufacture and distribute our Steel and Galbreath products is among our most environmentally impactful opportunities. • Incoming packaging efficiency: For incoming shipments, Wastequip has been standardizing our reusable pallets and containers and implementing circular take-back models with our pallet suppliers. • Material efficiency: We reprocess all scraps, cuts, and drops of remaining steel. We actively separate alternative materials (bronze, aluminum, carbon steel) for recycling to aid in processing and reducing costs. • Energy efficiency: Across our Steel and Galbreath facilities, we’ve currently replaced about 15-20% of our welding units with new units that use a quarter to a third less electricity, and about 60% of our steel plants will LED lighting. • Distribution efficiency: We're continuously innovating our products. Recently, we've been employing nesting improvements in the distribution of our steel containers, allowing us to nest and ship up to 50% more product on each truckload. Additionally, our employees designed “solar powered” signage in Tyler, TX facility – and many plants and offices are equipped with motion sensing lights, and have been upgraded to use newer LED ballasts to reduce energy consumption and waste. As we have acquired new Steel facilities, we have also replaced welding gas tanks that could be prone to leakage.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None for the products offered in this proposal.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Wastequip nor any of our subsidiaries are considered a Woman or Minority Business Entity (WMBE) or a Small Business Entity (SBE). However, Wastequip is committed to the utilization of disadvantaged entities whenever possible, and we set out to identify possible use of MWBE's as subcontractors on a case by case basis in a concerted attempt to meet the encouraged goals of our municipal/governmental customers. While Wastequip does not possess certification as a disadvantages business, we do seek to employ and do business with disadvantages businesses. We use a WMBE's or SBE's to purchase office supplies, work with many disadvantaged businesses to perform work on projects, and are constantly seeking ways in which we may employ or do business with disadvantaged companies in both special projects and daily business. As in many projects, there are several possibilities for use of disadvantaged businesses. We are always prepared to search for specific businesses that may provide the following: 1. Utilization of teaming partners for specific government set aside project opportunities 2 Over-the-road trucking of products to the our municipal/government customers (typically 53 foot trailers)	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	1. The entire Wastequip product line streamlines purchasing for Sourcewell member agencies. Our product offering includes virtually every possible container and related lifting equipment need from the residence to the convention center to the city office building to the farmers' market. Wastequip offers Sourcewell Members an aggregate waste stream flow for waste material from waste generation to final waste disposition. 2. With the awarded Sourcewell Contract #081716 for Class 6,7, and 8 Chassis with Related Equipment, Accessories, and Services, Wastequip is available to offer Sourcewell Members a Sole Source full product solution transaction as it relates to the Galbreath hoist product line. 3. Galbreath touts many value add items including a full staff of Engineers, including design a group which utilizes the latest 3D modeling software with Dynamic Finite Element Analysis and a full staffed Research and Development group which allow for superior validation processes and ensuring the latest technological developments are being utilized in the design of our products. 4. Other branches of Engineering include Application, to support ensuring the correct product is used for the customer's application, and manufacturing, who in tandem with the OPEX group work towards instituting the best processes which maximize efficiencies and control customer costs.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Yes, specific products, parts and labor are covered.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. No, however, all equipment under warranty must be used in accordance with the Owner's manual or guidelines to include preventative maintenance, if required. Wastequip warranties shall not apply to any unit, which has been subject to misuse, misapplication, negligence, alteration or accident.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Compaction Products: Yes, Wastequip will reimburse our service providers for their travel time or mileage incurred when performing warranty service. Galbreath Mobile Products: No, Wastequip does not reimburse our service providers as the product is expected to be taken to the service facility for any warranty work.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Wastequip has service providers located in all 50 states to perform any required warranty repairs.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, Wastequip will cover warranty service for items made by other manufacturers that are sold with our manufactured equipment. Original equipment manufacturers warranty will apply and any service needed will be coordinated with OEM.	*

47	What are your proposed exchange and return programs and policies?	Product Return Policy a) All returns must be authorized by Wastequip prior to shipping and acceptance. Product must be returned in the same condition as shipped by Wastequip, which may include original packaging, and Buyer must include a copy of the Invoice with any return. Buyer must complete and return a Warranty Registration Form for some Products, where applicable. Product may not be returned by Buyer to Wastequip after 30 days of Invoice date, without applicable Warranty Registration or proof of purchase or ownership. Go To Parts' supplementary Return Policy can be found by clicking here a hard copy of which is available upon request. If there is any conflict between the Go To Parts Return Policy and the Product Return Policy contained in this Section 5, the terms of the Go To Parts Return Policy shall control. b) A Return Authorization Number must be obtained from Wastequip within five (5) days of receipt of Product and before such Product may be returned for credit. No Product shall be returned to Wastequip without Wastequip's written consent. If any portion of the Product delivered to Buyer are defective or are otherwise not in accordance with contract specifications, Wastequip shall have the right in its discretion either to replace such defective Product or to refund the portion of the purchase Price applicable thereto. Any returned Product shall become the property of Wastequip; Buyer, Buyer's customer or end-user is not authorized to otherwise dispose of, sell or recycle such Product, parts or components. In no event shall Wastequip be liable for the cost of processing, lost profits, injury to goodwill or any other special incidental or consequential damages. c) Buyer is responsible for prepayment of, and all other related freight costs associated with returning Products to Wastequip unless previously agreed to in writing by Wastequip. Buyer is responsible for any missing or damaged Product. Risk of loss or damage to Product shall pass from Buyer to Wastequip upon physical receipt by Wastequip. d) Special order or non-stock items or other Product specified by Wastequip are not eligible for return. e) Any and all Product claimed defective or as a warranty matter must include a written explanation of how the Product was stored, maintained, installed and/or operated, as further described herein. Buyer must complete a Warranty Claim Form, where applicable. f) If, in Wastequip's judgment, a returned Product is not defective or not shipped in error, Wastequip may apply a service charge of 20% and/or a restocking fee up to 20% of the Product purchase price. g) Wastequip reserves the right to dispose of, return to Buyer (at Buyer's cost of freight and related charges), allow Buyer retrieval within seven (7) calendar days, or any other remedy, in Wastequip's discretion, for any attempted Product returns in contravention of the Wastequip Terms.	*
48	Describe any service contract options for the items included in your proposal.	Wastequip does not offer any service contract options for the items included in our proposal. Any service contract option would be provided by an outside third party and be provided at customers expense.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment shall be due as stated on the Wastequip Invoice for the Product. All payments shall be made in U.S dollars. Payment Terms are set at Net 30 Days with Approved Credit	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Wastequip makes available financing solutions for state and local governments through 3rd party financial institutions. Most recently, Wastequip has teamed with NCL Government Capital, an existing Sourcewell Contract holder (#011620-NCL), to offer financing options to Sourcewell Member agencies. Through our financing options Wastequip offers Fixed Interest rates that are based on the credit quality of the governmental entity and terms that are up to 10 years with annual payments in arrears. Additional information can be found by visiting our financing web page at: https://www.wastequip.com/about-us/financing	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	***CONFIDENTIAL INFORMATION*** Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information, and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member. After which, the system tracks the status of the opportunity and provides ongoing updates if information had been changed. Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly submission. Wastequip offers Sourcewell Member direct from Wastequip purchases and Sourcewell Member direct from Authorized Wastequip dealer purchases. With Wastequip direct purchases, purchase orders are placed directly with Wastequip and processed and tracked as indicated above. With Sourcewell Member direct from Authorized Wastequip dealer purchases, the Sourcewell Members submits a purchase order directly to our Authorized dealer. Our Wastequip dealer then provides Wastequip with a purchase order for the Sourcewell Member order and the order is processed and tracked as indicated above.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Wastequip accepts P-card and credit card payments with no additional fees charged. Our preferred method of payment is Wire, ACH, or Check.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Wastequip is offering the below product group specific pricing models. Each price guide will include a listing of options available as upgrades to the base pricing for that specific product line. All products will be identified by model numbers. Wastequip Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Wastequip Steel Container Pricing Confab Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Confab Steel Container Pricing Wastequip Compaction products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Compaction Pricing Galbreath Mobile products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Galbreath Mobile Pricing Amrep Mobile products are offered on a product line item. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Amrep Mobile Pricing	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Wastequip is offering the below product group specific pricing discount ranges to Sourcewell Members. Wastequip Steel Container Products: Special Market Pricing Confab Steel Container Products: Special Market Pricing Wastequip Compaction Products: 5% to 20% off Catalog List Pricing Galbreath Mobile Products: 5% to 20% off Catalog List Pricing Amrep Mobile Products: Special Market Pricing	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Wastequip may offer discounts off the Sourcewell Member price for large projects when possible, giving the Member the benefit of making larger purchases and permitting Wastequip the opportunity to be flexible in competitive situations as required. We believe that it will be to both Wastequip's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project and per current market conditions at time of request.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Wastequip is offering the following sourced good solutions: 1. Nonstandard external options or open market items: Wastequip will offer these items to Sourcewell Members on a Supply Quote basis. Wastequip or Wastequip Authorized Dealer will provide the Sourcewell Member with quote for all items not listed on the awarded Sourcewell contract. These items will be sourced at a Cost plus max of 20% basis. These items will not include the 1.5% proposed administrative fee. 2. Sourcewell Member direct purchase form Wastequip: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee. 3. Sourcewell Member direct purchase from Authorized Wastequip Dealer: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. These items will be P.O.R to Sourcewell Member at a Dealer Cost plus max of 20% basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	1. Installation: Cost of installation, as required, shall be paid by the end user. Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as installation of equipment, assembly and distribution of containers to end users, additional labor for customer preferences, etc. This cost will not include the 1.5% Administrative Fee. 2. Taxes: Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at time of quote. Also, Canadian GST/PST/HST taxes are not included in our proposed pricing models, and are not paid by Wastequip. If required to be paid by Wastequip, then the Member will be required to reimburse Wastequip for these taxes. 3. Surcharges: Steel costs continue their historic rise, with hot rolled steel increasing nearly 150% since September 1, 2020 to the current all-time high. Wastequip has been working closely with our supply chain to help minimize these costs, but our suite of products continue to be impacted directly by the escalating commodity prices. Therefore, Wastequip is including a surcharge option to our RFP proposal. To maintain transparency with Sourcewell Members, this charge, if needed, will be shown as a separate line item at time of quote. This surcharge provides Wastequip the flexibility to adjust product pricing up or down quickly in response to cost increases such as steel and components without having to change customer discount levels established on the contract.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Wastequip has locations throughout the U.S., which allows us to serve our customer base on a local level while delivering economies of scale not possible with smaller manufacturers. With over 24 manufacturing facilities, Wastequip can stock and ship product from around the country to aid in reducing freight costs. Wastequip has extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Wastequip is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by the Sourcewell Member needs and demands. Wastequip will evaluate each order as a unique opportunity and consider the Sourcewell Members order volume and location. 1. Freight: Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on quote as a separate line item. Sourcewell Member is responsible for offloading equipment at time of delivery unless otherwise noted at time of order. This cost will not include the 1.5% Administrative Fee.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Wastequip/Confab Group is able to ship steel containers from 17 steel manufacturing facilities. Compaction equipment can be shipped from 7 manufacturing/finishing facilities ensuring Wastequip is able to provide the most economical freight rates to our customers. Wastequip/Confab steel slant and flat top containers are nestable meaning one container nests inside another container, therefore saving on freight charges. Our Confab Group also offers a double deck delivery trailer option for delivery in California only. This allows for small steel container to be shipped unstacked, fully assembled and ready to use.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	***CONFIDENTIAL INFORMATION*** Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member/Authorized Dealer. After which, the system tracks the status of the opportunity and provides ongoing updates. Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly fee submission.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Wastequip is proposing a 1.5% administrative fee. For Sourcewell Member direct to Wastequip purchases, the administration fee will be incorporated in the Sourcewell Member Price. For Sourcewell Member direct purchases through an Authorized Wastequip dealer, the administration fee will be incorporated in the price to the dealer not to the Sourcewell Member. Please note that freight, installation, surcharges and other "Total Cost of Acquisition" costs will not include this fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	1. Wastequip Steel Container product offering consist of the following: Environmental Containers Front Load Containers Other Large Containers Other Small Containers Rear Load Containers Receiver Containers Roll Off Containers (Rectangle and Tub) Scrap Bins Self Dumping Hoppers Side Load Containers Container Factory Options 2. Confab Steel Container product offering consist of the following: Front Load Containers Other Large Containers Other Small Containers Rear Load Containers Receiver Containers Roll Off Containers (Rectangle and Tub) Self Dumping Hoppers Side Load Containers Container Factory Options 3. Wastequip Compaction product offering consist of the following: Stationary Compactors Pre-Crusher Compactors Self-Contained Compactors Apartment Compactors Pak-Man Compactors Accu-Pak Compactors Vertical Balers Container Lifters Compaction Factory Options 4. Galbreath Mobile product offering consist of the following: Cable Hoists Hook Hoists Container Delivery Units Trail Hoist Trailers Pup Trailers Roll Off Trailers Tarps Mobile Factory Options 5. Amrep Mobile product offering consist of the following: Cable Hoists Chain Hoists Pup Trailers Transfer/Pull Trailers Tarps Mobile Factory Options Additional product information can be found by visiting our website at www.wastequip.com	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Wastequip believes that the following subcategory of solutions should be included: 1. Factory Options: Wastequip has included in our price guides additional factory available add on features that are readily available to Sourcewell Members. These factory options are enhancers to our standard products. 2. Custom Options: Any custom feature requested by the customer may be provided and will be made available as a "Special" and provided as a Price On Request item. 3. Services: Wastequip can provide additional services to Sourcewell Members. These services may include unloading, assembly, equipment installation, and training. These services will be made available as a "Special" and provided as a Price On Request item.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	(•) Yes ( ) No	Wastequip's Steel Group manufactures a wide range of front-load, roll-off, and rear-load containers, as well as self-dumping hoppers for all types of waste and recycling. The division also makes specialty containers for handling sludge, grease, and other tough waste, along with dewatering, vacuum, and intermodal containers.	*
67	Knuckleboom and grapple loaders	( ) Yes (•) No	No Bid	*
68	Hook and hoist dumpster loaders	(•) Yes ( ) No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems. For decades, Amrep® has been meeting our customers' needs by designing durable, high-performing roll-off hoists that minimize weight and maximize payload. At Amrep, we understand that our customers' requirements vary based on application and budget, and we accommodate their needs by offering a variety of roll-off cable hoists. From refuse and construction hauling to product delivery and yard transport, Amrep can help you choose the right product.	*
69	Roll-off trucks and container handlers	(•) Yes ( ) No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems.	*
70	Refuse and recyclable material balers and compactors	(•) Yes ( ) No	Wastequip's Steel Group manufactures Wastequip®-branded compactors and industrial balers. These powerful products withstand the demands of both commercial and industrial use.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Wastequip will measure our performance of an awarded contract by the following methods: 1. Comparing a Previous Year to Current Year Sales Analysis 2. Track and monitor Quote activity 3. Continue to emphasis the value and improtance of the Sourcewell contract during sales meetings/calls 4. Maintain onboard sale training for new associates and refresher training for existing associates.	*
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip. Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment. Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance. All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.	
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	1. Wastequip compactors are equipped with AMS (Automatic Maintenance Scheduler) that notifies you when preventative maintenance is due based on actual usage. With AMS you don't have to guess when maintenance is due or try and keep track as an indicator light illuminates when maintenance should be scheduled while still allowing you to operate the compactor. The light is reset after maintenance is performed. 2. Wastequip's guided ram system has been incorporated into high cycle compactors. This system suspends the ram off the floor and significantly reduces friction and wear. The use of ultra high molecular weight (UHMW) guide shoes provides a long lasting, low noise, low vibration solution to traditional floor riding rams. The guided ram system extends the life of the equipment and allows Wastequip to offer an industry leading warranty on our self-contained compactors. 3. The incorporation of SSAB high strength steels including Hardox and Strenx in our roll-off containers as well as in high wear areas of other equipment increase life expectancy and decrease maintenance costs.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - 2. RFP 040621 Wastequip 09 Financial Strength and Stability.pdf - Monday April 05, 2021 14:47:13
- Marketing Plan/Samples - 7. RFP 040621 Wastequip 032 Marketing Plan Samples.pdf - Monday April 05, 2021 14:52:09
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - 9. RFP 040621 Wastequip 042 Warranty.pdf - Monday April 05, 2021 14:47:25
- Pricing - 11. RFP 040621 Wastequip Price Offerings Zip.zip - Tuesday April 06, 2021 07:05:22
- Upload Additional Document - 16RFP0~1.PDF - Tuesday April 06, 2021 11:16:00

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Defenbaugh, Commercial President, Wastequip LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	☑	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	☑	1

DocuSign Envelope ID: 1FBA48E2-7FA4-4CF8-A33B-3CCF63A1B3A7

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.

DocuSigned by:
Bobby Calloway
2[illegible]

Signature

Wastequip Manufacturing Company LLC
Company Name

Bobby Calloway
Printed Name

VP-Finance-Steel
Title

Sep-07-2022
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-931152

Date Filed:
09/08/2022

Date Acknowledged:

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

Box Gang Manufacturing LLC
Houston, TX United States

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

City of Kileen

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

Sorcewell #040621-BXG
Solid Waste Containers

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

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

6 UNSWORN DECLARATION

My name is RAFAEL MARRERO, and my date of birth is 8/15/65.

My address is 13276 FAWN VIEW LANE (street), SPRING (city), TX (state), 77386 (zip code), USA (country).

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

Executed in HARRIS County, State of TEXAS, on the 7 day of Sep (month), 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-930865

Date Filed:
09/07/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Toter, LLC
Statesville, NC 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, TX

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.
OMNIA Contract #171717
Purchase of Roll Carts.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Wastequip, LLC	Charlotte, NC United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Laura P. Hubbard, and my date of birth is 4-13-1972.

My address is 841 Meacham Road (street), Statesville (city), NC (state), 28677 (zip code), USA (country).

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

Executed in Iredell County, State of North Carolina, on the 7th day of September (month), 20 22 (year).

Laura P Hubbard

Signature of authorized agent of contracting business entity
(Declarant) Laura P. Hubbard, Dir. of Municipal Sales

DocuSign Envelope ID: 7C3081ED-B254-4A6F-BC66-54D03DF6E1AA

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-930867

Date Filed:
09/07/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Wastequip Manufacturing Company LLC
Statesville, NC 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.
Sourcewell 040621-WQI
Furnish waste handling equipment with related parts and accessories.

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

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

6 UNSWORN DECLARATION

My name is Bobby Calloway, and my date of birth is March 24, 1972.

My address is 6525 Carnegie Blvd, Suite 300 (street), Charlotte (city), NC (state), 28211 (zip code), USA (country).

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

Executed in Mecklenburg County, State of NC, on the 7 day of September (month), 2022 (year).

DocuSigned by:
Bobby Calloway
27BC79E7922142B...
Signature of authorized agent of contracting business entity
(Declarant)

FY 2023 SOLID WASTE CONTAINER PURCHASE

RS-22-140

October 4, 2022

Background

- Solid Waste customers are charged a monthly fee based on the size and number of containers utilized
- Solid Waste maintains an inventory of containers and parts needed to accommodate normal growth and to replace lost or damaged containers.
- Quotes are obtained through cooperative purchase agreements from Sourcewell and OMNIA Partners.
  - Box Gang Manufacturing, LLC
  - Toter, LLC
  - Wastequip

Background cont.

- A container replacement program for residential and commercial customers was approved in the FY23 Budget.
  - 2,500 additional residential containers
  - 36 additional commercial containers (various types/sizes)
- Funds are allocated in the current fiscal year budget in the amount of $572,207.

4

Residential Containers 32G, 64G, and 96G

- Average of 1,750 new accounts each year
- Approximately 3,150 residential containers are purchased each fiscal year from Toter, LLC

5

8 CY Dumpster Before and After Refurbishment

- Dumpsters have a lifespan of 4-6 years; can be refurbished once, doubling the lifespan to 8-12 years
- Wastequip and Box Gang Manufacturing, LLC are selected for commercial containers

Alternatives

- Do not authorize the purchase of residential and commercial containers; this would cause a shortage in containers and dumpsters.
- Authorize the purchase of residential and commercial containers from Toter, LLC, Wastequip, and Box Gang Manufacturing, LLC.

Recommendation

- Authorize the City Manager, or designee, to procure residential solid waste containers from Toter, LLC and commercial containers from Wastequip and Box Gang Manufacturing, LLC through cooperative contracts in an amount not to exceed $572,207.

City of Killeen

Staff Report

File Number: RS-22-141

1	City Council Workshop	10/04/2022	Reviewed and Referred	City Council	10/18/2022

DATE: **October 4, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Edwin Revell, Executive Director of Development Services**

SUBJECT: **Authorize the execution of a Professional Services Agreement with Freese and Nichols in the amount of $1,485,240 for the Schematic Design of the Chaparral Roadway Widening Project**

BACKGROUND AND FINDINGS:

The FY 2022 Capital Improvement Plan includes the Chaparral Road Widening Project as an approved project for design. In 2019, the City of Killeen, City of Harker Heights, Killeen Independent School District (KISD), and Bell County entered a Memorandum of Understanding (MOU) for this scope of the project. Currently most of the roadway alignment resides in Bell County with smaller portions within Killeen and Harker Heights. KISD recently completed their new High School along Chaparral Road which included construction and dedication of a portion of roadway along the frontage of the project. This work completed the KISD portion of responsibilities referenced in the MOU.

In 2020, the City of Killeen applied for a state grant for the funding of construction through Killeen-Temple Metropolitan Planning Organization (KTMPO). Consequently, the Chaparral Road Widening Project was selected for a Fiscal Year 2025 grant award of a $12,880,000.00 for the first phase of construction (i.e., Hwy 195 to East Trimmier Road).

Also, a panel comprised of City of Killeen, City of Harker Heights, and County officials performed consultant interviews for the design in November 2020. The interview panel selected Freese and Nichols for the design contract for Chaparral Road. However, during the review of the MOU, it was determined that the MOU did not formally assign the funding responsibilities to each jurisdiction. Subsequently, all parties to the MOU recently worked to formalize an Interlocal Agreement (ILA) which was approved by Bell County and Harker Heights on Tuesday, September 13th.

City staff has negotiated a professional services agreement (PSA) with Freese and Nichols for the schematic design of the Chaparral Roadway Widening project in the amount of $1,485,240. The schematic design will include reviewing the three proposed alignments for the roadway past the newly constructed High School, environmental assessments, geotechnical investigations, surveying, drainage analysis, traffic analysis, and public outreach. The final product will be a proposed

schematic design that include the widening of the roadway, pedestrian and bicycle improvements, intersection improvements and a preferred corridor alignment. The contract also includes the initial right of way services that is required to determine the necessary right-of-way for the project, and grant writing to be able to submit for future grant opportunities to find additional funding for the construction of the project. Upon completion of the schematic design for this project a future, a contract amendment will be submitted for approval to proceed further with the design.

THE ALTERNATIVES CONSIDERED:

(1) Delay the design and construction of the Chaparral Roadway Widening Project.

(2) Authorize a Professional Services Agreement with Freese and Nichols for the design of the Chaparral Roadway Project.

Which alternative is recommended? Why?

Staff recommends alternative 2, which is to authorize the City Manager to execute a Professional Services Agreement with Freese and Nichols. Freese and Nichols 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 ten consultants and determined that Freese and Nichols best meets the needs for this project. Freese and Nichols has submitted a fair and reasonable proposal for their engineering services and has a good prior project delivery history with the City of Killeen.

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 $1,485,240.

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted? Yes

Yes, funding for this project will be available in the Governmental CIP Fund account 349-8934-493.69-01 upon approval of the budget amendment.

If not, where will the money come from?

N/A

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

Yes, upon approval of the budget amendment.

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager or his designee to enter into a Professional Services Agreement with Freese and Nichols in the amount of $1,485,240 for the design of the Chaparral Roadway Widening 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
Agreement
Certificate of Interested Parties

September 7, 2022

Mr. Andrew Zagars, PE
City Engineer
Engineering Division
3201 South W S Young Drive
Killeen, TX 76542

Re: Chaparral Road Schematic

Dear Mr. Zagars:

Freese and Nichols, Inc. (FNI) is pleased to submit our scope and fee proposal for the Chaparral Road Schematic Design. We propose a three-part contract scope and fee.

- **Schematic Design Contract** –This phase will include survey, SUE (Level "B"), Alignment Study, Hydrology & Hydraulic Analysis, TxDOT Design Schematic, Environmental documentation, Intersection Traffic Analysis, Grant Application, and Stakeholder Collaboration/Public Outreach.

- **Final Design and ROW Contract** – This phase will include any additional data collection (if needed), Level "A" SUE, development of the plans, specifications, and estimates (PS&E), utility relocation design, ROW acquisition and bid phase services.

- **Construction Management Contract** – This phase will include construction management, inspection, materials testing, and LGPP documentation.

FNI proposes a schematic design lump sum fee not to exceed **$1,485,240**. Refer to the attached scope of services and level of effort spreadsheet for a detailed breakdown of the proposed services. The following is a summary of the schematic design major contract scope of work items.

Work to be Performed	**Fee Summary**
Task 1: Design Management	$97,020
Task 2: Alignment Study	$32,900
Task 3: Funding Application	$85,290
Task 4: Schematic Design	$363,890
Task 5: Environmental Assessment	$214,370
Task 6: Subsurface Utility Engineering	$141,050
Task 7: Survey	$212,870
Task 8: Hydrologic and Hydraulic Analysis	$183,980
Task 9: Traffic Analysis	$49,810
Task 10: Public Outreach	$104,060
Schematic Design Contract	**$1,485,240**

The objective of this scope of services is to obtain TxDOT approval on the schematic design and environmental documents. In addition, we included scope for submitting grant applications to obtain additional funding for the project. Thank you for the opportunity to be of service to the City of Killeen. If you have any questions concerning this proposal, please do not hesitate to contract me at 817-735-7357.

Sincerely,
FREESE AND NICHOLS, INC.

Chris Bosco, PE
Group Manager

Spencer B. Maxwell, PE, PTOE, PMP
Project Manager

cc:
Attachments

- Professional Services Agreement
- Scope of Services
- Project Scope Limits Exhibit
- Schematic Design Schedule
- Level of Effort Spreadsheet

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BELL §

This Agreement is entered into by City of Killeen, Texas (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Chaparral Road Improvements.

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.

III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of $1,485,240.00.

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.

V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.

VI. **EFFECTIVE DATE:** The effective date of this Agreement is August 31, 2022.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF KILLEEN, TEXAS		**FREESE AND NICHOLS, INC.**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Attest:	_____	Attest:	_____

Attachment SC
Scope of Services
Chaparral Road Improvements

PROJECT DESCRIPTION

The City of Killeen (Owner) plans to reconstruct and realign Chaparral Road from SH 195 to FM 3481 as a four-lane arterial. The project will be design and constructed in two phases. Phase I extends from SH 195 to E. Trimmier Road (approx. 4.6 miles). Phase II extends from E. Trimmier Road to FM 3481 (approx. 2 miles). The project is being designed and constructed in accordance with TxDOT specifications and standards. This scope of services is for concept design, environmental and schematic design for Phases I & II. Refer to the attached project limits exhibit. FNI shall render the following basic and special services in connection with the development of the Project:

WORK TO BE PERFORMED

Task 1.	Design Management *(Phase I & II)*	Basic Services
Task 2.	Alignment Study *(Phase I & II)*	Special Services
Task 3.	Funding Application *(Phase I & II)*	Special Services
Task 4.	Schematic Design *(Phase I & II)*	Basic Services
Task 5.	Environmental Assessment (Phase I & II)	Special Services
Task 6.	Subsurface Utility Engineering *(Phase I)*	Special Services
Task 7.	Survey *(Phase I)*	Special Services
Task 8.	Hydrologic and Hydraulic Analysis *(Phase I & II)*	Special Services
Task 9.	Traffic Analysis (Phase I & II)	Special Services
Task 10.	Public Outreach (Phase I & II)	Special Services

BASIC AND SPECIAL SERVICES: Basic and Special Services to be performed by FNI are described as follows:

TASK 1. DESIGN MANAGEMENT

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

1.1 Managing the Team

- Lead, manage and direct design team activities
- Develop and Implement QC/QA plan

1.2 Communications and Reporting

- Attend project kickoff meeting with CITY staff to confirm and clarify scope and understand CITY objectives.
- Conduct and document project update meetings with CITY.
- Prepare and submit monthly progress reports and invoices
- Prepare and submit baseline Project Schedule initially, and Project Schedule updates quarterly.

- Coordination with regulatory agencies, ENGINEER shall communicate with regulatory agencies such that their regulatory requirements are appropriately reflected in the designs. ENGINEER shall work with regulatory authorities to obtain approval of the designs and make changes necessary to meet their requirements.

1.3 ASSUMPTIONS

- Assuming 18 project update meetings over the life of the design phase. 6 in-person meetings and 12 virtual progress meetings

1.4 DELIVERABLES

- Monthly progress reports and invoices
- Baseline design schedule
- Quarterly schedule updates

TASK 2. ALIGNMENT STUDY

The purpose of the alignment study is for the ENGINEER to prepare, identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of this concept. ENGINEER will utilize concepts and criteria contained in the current CITY and TXDOT Design Manuals.

ENGINEER will develop the conceptual design of the infrastructure as follows.

2.1 Alignment Study

- The ENGINEER will prepare alignment options for Phases I & II base on City GIS data. The study will evaluate construction cost, right-of-way impacts, environmental impacts, and future development for each alignment option.

2.2 ASSUMPTIONS

- ENGINEER will prepare 3 alignment options between W. Trimmier Road and E. Trimmier Road. (Phase I)
- ENGINEER will prepare 3 alignment options between Rosewood Drive and FM 3481. (Phase II)

2.3 DELIVERABLES

- Plan View Exhibits for each alignment option based on GIS data
- Conceptual Level Cost Estimate for each alignment option
- Alignment Evaluation matrix for each option consider ROW impacts, relocations, environmental impact, utility conflicts, development, and construction cost.

TASK 3. FUNDING APPLICATION

3.1 Support Development of Materials for Grant Applications

The City of Killeen plans to apply for a RAISE Grant for this project in 2023. FNI will support the City's application efforts by providing the following professional services:

- Prepare project outline with merit criteria
- Assist City staff to organize, schedule, and prompt City for their contributions to the application submittal
- Compile information provided by the City that has been prepared for the ongoing projects within the project limits
- Prepare project overview document that speaks to the eight selection criteria, project readiness, costs, and requested funding
- Prepare writeups supporting the project's benefits in terms of the eight funding evaluation criteria as described in the RAISE Grant Notice of Funding Opportunity
- Prepare writeups that describe project readiness related to environmental clearances and acquisition of ROW.
- Prepare materials supporting a Cost Benefit Analysis using materials provided by the City and guidance provided by the USDOT
- Assist City staff to develop the framework for request for Letters of Support for the application
- Assist City staff to compile the prepared information into a set of materials to be submitted online for the RAISE Grant application.
- FNI will assist the City in applying for up to 2 other funding grant programs such as the federal bridge improvement program, TxDOT Funding, or another federal grant program that supports off-system transportation improvements.

3.2 ASSUMPTIONS

- The City of Killeen will organize stakeholders and civic leaders for support and contribution to the application submittal
- The City of Killeen will obtain letters of support for the application

3.3 DELIVERABLES

- RAISE grant application
- Applications for up to 2 other grant programs for off-system transportation improvements

TASK 4. SCHEMATIC DESIGN

The purpose of the schematic design is for the ENGINEER to develop a TxDOT design schematic based on the preferred alignment selected by the city as part of the alignment study. ENGINEER will utilize design criteria contained in the current CITY and TXDOT Design Manuals.

ENGINEER will develop the schematic design of the infrastructure as follows.

4.1 Data Collection

- In addition to data obtained from the CITY, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements

with any planned future improvements that may influence the project. ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including traffic volumes, utilities, agencies, City Master Plans, and property ownership as available from the Tax Assessor's office.

4.2 Develop typical sections to accommodate vehicular traffic and pedestrian needs.

4.3 Prepare plan view geometric intersection design layouts for the intersections of W. Trimmier, Featherline Road, Old Chaparral alignment school connection, E. Trimmier, Rosewood Drive. Based on the results of the traffic study the concepts maybe roundabouts or conventional intersections.

4.4 Prepare intersection approaches for the connection to SH 195 and FM 3481.

4.5 Evaluate and Prepare roadway design adjacent to the new high school considering pedestrian crossing from the neighborhood and access management into the school.

4.6 Evaluate ROW and Easement needs along the entire project limits (Phase I & II). Prepare ROW strip map exhibit.

4.7 Develop construction phasing plan to support schematic development and construction cost estimates.

4.8 Prepare roadway drainage area map to support the roadway profile development. Prepare conceptual level plan view inlet calculations. Develop pipe system layout to support the development of the roadway design concept, construction phasing planning, and outfall locations.

4.9 Prepare project cross sections at 100’ station and at critical design points

4.10 Prepare Bridge Layout for Trimmier Creek Bridge. Plan and Profile in accordance with TxDOT requirements.

4.11 Investigate City water and Sewer conflicts within the ROW and identify the City utilities that need to be relocated or replaced as part of the roadway construction.

4.12 Prepare 30%/60%/90 Schematic Roll plot in accordance with TxDOT requirements that incorporates the intersection designs, SUE level B utility data, and defines the existing and proposed right-of-way and easements.

4.13 Meet with adjacent property owners as needed (up to 10 meetings, 5 Virtual, and 5 In Person)

4.14 Provide cost estimates for construction, ROW, and utility relocations as the project develops, and provide updates as requested.

4.15 ASSUMPTIONS

- Schematic will be developed in accordance with TxDOT standards

4.16 DELIVERABLES

- Bridge Layout
- TxDOT Schematic Roll Plot
- Cross Section Sheets
- Construction Cost Estimate

TASK 5. ENVIRONMENTAL ASSESSMENT

5.1 TxDOT Environmental Documentation

This scope includes preparation of technical documentation support for review by the TxDOT, to be prepared in accordance with the most recent guidance. It is assumed that the proposed project will be cleared as an Environmental Assessment (EA) with one public meeting. A contingency task for a public hearing is also included in this scope of services but will only be utilized if determined necessary.

5.2 Technical Reports and Scoping Documents

- Prepare the appropriate scoping documents according to the TxDOT guidelines and policy. TxDOT's Work Development Plan (WPD) 1 and WDP 2 document would be completed to determine which technical reports would be required for the proposed project.
- Environmental technical reports shall be produced. The State will determine which reports will be necessary for any given project. Environmental technical reports must be provided to the State with sufficient detail and clarity to support environmental determination(s).
- Environmental technical reports will include appropriate National Environmental Policy Act of 1969 (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports will include sufficient information to determine the significance of impacts. Anticipated technical reports are listed below:
    - Archeological Background Study
    - Archeological Survey and Report (See task 5.3)
    - Historical Project Coordination Request
    - Historic Resources Survey and Report (See task 5.3)
    - Air Quality MSAT Report
    - Traffic Noise Analysis and Model
    - Surface Waters Analysis Form
    - Species Analysis and BMP Form
    - Species Analysis Spreadsheet
    - Hazardous Materials Initial Site Assessment
    - Community Impacts Assessment
    - Indirect and Cumulative Impacts Analysis

- Public Involvement (See Special Services)

5.3 Archeological Survey and Report

- Fieldwork – The FNI team will shovel test every 100 m along undisturbed segments of the proposed route following the completion of the desktop evaluation. Additional shovel tests will be placed judgmentally along the portions of the existing road that are to be expanded. Survey standards will meet the minimum requirements adopted by the THC (Council of Texas Archeologists 2020). If additional archaeological sites are found during the survey, ARC is required to record them.
- Deliverables - FNI will produce a technical report that meets the standards adopted by the THC (Council of Texas Archeologists 2018) and presents a review of the natural environment and cultural history of the project area, a research design and methodology, and the results of our field investigations, along with conclusions and recommendations of our findings.
- Curation - Records and collected artifacts must be curated in perpetuity with an approved curatorial facility, to fulfill requirements in the TAP. A representative of the City of Killeen must sign the required curatorial paperwork. Though curation cannot be completed until the THC has approved the report, this task will not prevent FNI from proceeding with construction of the project. If any artifacts are collected on private land, they will be returned to the landowner at their request.

5.4 Historic Resources Survey and Report

- Reconnaissance Survey for Non-Archeological Historic-Age Resources

  - In consultation with the State, FNI shall determine the APE and the study limits of the survey area, conduct a literature review appropriate to the project area and its historic-age resources, and prepare a research design for a reconnaissance survey for non-archeological historic-age resources. The research design shall provide a succinct summary of the literature review results including known historic resources and results of public involvement tasks, clear descriptions of identification, evaluation and documentation tasks required, and associated budget figures and production schedules. FNI shall submit an electronic format copy of the research design to the State. The State assumes responsibility for transmitting the research design to the THC, as applicable under the PA-TU, and transmitting THC comments to the Technical Expert. FNI shall revise the research design to reflect comments by the State and THC.
  - FNI shall conduct a reconnaissance survey conforming to the methodology outlined in the THC- approved research design. The reconnaissance survey shall not be implemented without prior approval of the research design by the State and THC. In addition, prior to reconnaissance survey, the technical expert shall ensure that efforts have been made by the appropriate project officials to obtain right-of-entry (ROE) to properties in the study area that have the potential for historic properties if applicable. Each historic-age resource (defined in accordance with 36 CFR 60 as a building, structure, object, historic district or non-archeological site at least 50 years old at the time of letting) in the APE shall be documented in the following manner.

- FNI shall provide photographic documentation for each historic-age resource sufficient in number and perspective to satisfy THC documentation requirements. At a minimum this shall include an oblique view with the primary façade and the subject filling the frame. Properties listed or preliminarily determined eligible for the NRHP shall require additional photographs to be taken, including photographs that show the relationship between the historic resource and the proposed project area. Properties with more than one historic-age resource shall also require additional photographs.
- FNI shall produce an inventory of all resources, provided in a table form that details their project ID numbers, locations and addresses, property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.
- FNI shall provide a technical report detailing the results of the reconnaissance survey. In the report, FNI shall describe the findings of the reconnaissance survey, including preliminary assessments of direct, indirect and cumulative effects on historic properties, and make recommendations to the State for the need, if any, to conduct intensive survey efforts. The technical report shall have sufficient detail and clarity to provide THC with a basis for making determinations of NRHP eligibility without requiring submission of additional documentation or shall have sufficient detail and clarity to make recommendations concerning the scope of the intensive survey. The technical report should include an outline of the purpose and methodology of the project, a summary of the background history of project area, presenting historic contexts relevant to the time period associated with the historic-age resources in which to evaluate significance of resources for NRHP eligibility, and observations on patterns of settlement, development trends, resource distribution and analysis of survey data. All appropriate NEPA or federal regulatory language shall be included to provide sufficient clarity concerning eligibility determinations.

5.5 ASSUMPTIONS

- The project will meet the requirements of Section 404 Nationwide permit 14 without a PCN
- TxDOT EA level document
- The project will not require section 4(f)
- The project will not require Phase II testing or Phase III mitigation for cultural resources
- The project will not require the recording of more than one archaeological site.
- The project will not require more than 40 shovel tests.
- The proposed project would not result in an adverse effect to a historic property or State Archeological Landmark under the National Historic Presentation Act.

5.6 DELIVERABLES

- Environmental Assessment Technical Resource Reports

TASK 6. SUBSURFACE UTILITY ENGINEERING (SUE)

FNI will perform the SUE services required for this project in general conformance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are defined in cumulative order (least to greatest) as follows.

- Quality Level D: QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.
- Quality Level C: QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent or are not too expensive to repair or relocate.
- Quality Level B: QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating." The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. The proper selection and application of surface geophysical techniques for achieving QL-B data is critical. Information provided by QL-B can enable the accomplishment of preliminary engineering goals. Decisions regarding location of storm drainage systems, footers, foundations, and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.
- Quality Level A: QL-A, also known as "locating," is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material, and other characteristics of underground features.

To assist with the Schematic design phase, FNI will perform a SUE Level D and Level B investigation.

6.1 Level D SUE (Record Research):

- Perform this portion of the scope for all areas of the project: entire alignment from SH195 to Stillhouse Lake Road and proposed right of way
- Contact the municipalities, county, utilities, pipeline operators, Texas Railroad Commission to request information and study historical aerial images for indication of utility trenches and scars.

6.2 Level B SUE (Designating):

- Perform this portion of the scope from SH195 to East Trimmier Road along both existing and proposed optional alignments.
- Coordinate with Client to determine a work plan, schedule and permission to work on site. Client will provide Right of Entry and permits where needed.
- Use utility record information (gathered during Level D work above) to assist in designating field work.
- Designate means to record and mark the horizontal location of the existing toneable utility facilities using non-destructive surface geophysical techniques. Toneable utilities are typically utilities that are conductive or internally accessible with a traceable fish tape or sonde. Water and communication vaults can be investigated from above ground. Ground Penetrating Radar (GPR) will be used to investigate nonconductive lines where site conditions are suitable. Overhead utilities will be documented, but a full inventory of the utilities on each pole will not be undertaken.
- A non-water base paint, utilizing the APWA color code scheme, will be used on all surface markings of underground utilities.
- Use survey data to draft a color-coded composite utility facility plan showing utility type, quality levels, line sizes. Line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation.
- Clearly identify SUE Quality Levels in the file. All utilities that were discovered from prior record research but cannot be depicted in Quality Level B standards will be shown as Level C or D where appropriate. These utilities will have a unique line style and symbology in the deliverable

6.3 Utility Coordination

- Utility adjustment coordination includes utility coordination meetings with individual utility companies, communication and coordination with utilities, conflict assessment and analysis, and preparation of utility agreements, including reimbursable and non-reimbursable. All utility coordination activities will be in accordance with the City of Killeen and TxDOT Guidelines. There are ten (10) Utilities anticipated along the project corridor, including City of Killeen Water and Wastewater, City of Harker Heights Water and Wastewater, Bell County WCID No. 1 Water and wastewater, Central Texas Water Supply Corporation, Kempner Water Supply, Bartlett Electric Cooperative, Oncor Electric, Lumen (formerly CenturyLink), Charter/Spectrum and Atmos Energy. Utility adjustment coordination includes utility relocation verification, status reports and site visits. The scope of services for schematic phase is as follows:
  - Develop Utility Contact List. FNI will establish contact with existing Utility Companies within and adjacent to the Project and create a utility contact list. This list will be maintained throughout the project.
  - Schematic Conflict Assessment. FNI shall create a Schematic Utility conflict map overlaid on the schematic strip map, all correlated with the existing utility file created by SUE. FNI will create a conflict summary report to supplement the map.

- Conflict Mitigation Meetings. FNI will conduct up to four (4) meetings with individual utility owners to discuss anticipated impacts, estimated cost/relocation durations, and opportunities to optimize design to avoid utility conflicts.

6.4 ASSUMPTIONS

- Above ground geophysical techniques cannot guarantee to find all buried utility lines. This is particularly true with when GPR is being used in unfavorable conditions. Soil conditions may not be conducive to GPR use. As a result, its effectiveness in finding buried utilities can be limited.
- FNI team will perform subsurface utility engineering in accordance with ASCE 38/02 Standard Guidelines for the Collection and Depiction of Subsurface Utility Data. FNI team will exercise all reasonable and customary care in the performance of SUE services, realizing the safety of personnel and prevention of damage are the prime considerations in the detection and mapping of subsurface utility features. However, a possibility exists that some utilities may not be detected and/or mapped using standard SUE procedures previously described.
- While uncommon, utilities possessing characteristics mentioned below can be missed while using the standard SUE procedures:
  - Utilities buried excessively deep, beyond detection limits of standard locating equipment.
  - Abandoned utilities
  - Utilities with no apparent surface features and no records provided
  - Non-conductive utilities.
  - Utilities buried in soil unsuitable for GPR detection

6.5 DELIVERABLES

- Microstation CAD file of Level B and Level D SUE data
- Plan/plan sheets of the Level B and Level D SUE data

TASK 7. SURVEY

7.1 Aerial Lidar / imagery Collection & Mapping / 1’ Contour Mapping

- Aerial lidar data will be collected for a ~150ft wide corridor along the provided alignment via unmanned drone equipped with a Phoenix Recon XT scanner to develop 1’ contour mapping.
  - Surveyor will establish approximately five (5) primary control points, nineteen (19) secondary control points, and forty-three (43) aerial targets prior to the flight and perform the essential ground survey necessary to determine horizontal position and elevation off all ground control points.
  - All aerial survey data will be tied horizontally to the Texas State Plane Coordinate System of 1983 (NAD83, 2011) and vertically to NAVD88 (realized using Geoid12B).
  - CobbFendley will perform visible aboveground feature extraction (excluding trees and obscured areas), breakline extraction, and surface data extraction

at a grid interval of no more than 25-feet for a ~100ft wide corridor along the provided alignment as seen on the attached Exhibit.

- Aerial imagery collection will be performed via unmanned drone. FNI will fly at an altitude sufficient to acquire aerial imagery in coordination with the collected LiDAR data. The collected imagery will be calibrated and orthorectified to serve as background imagery and support planimetric features extraction within the provided scope limits.

7.2 Right-of-way Strip Map Category 2 Route Survey

- Apparent ROW strip map to assist in the Schematic Phase of the project.
- FNI will retrace the apparent right-of-way of Chaparral Road in the subject area. FNI will create a .DWG or .DGN Cad files as requested.
- FNI will show ownership names and parcel lines based on the current tax records. This information is publicly available and shall not be relied on as a Boundary Survey or Title Report.

7.3 Supplemental Category 6 Topographic Survey

- Additional topographic on the ground Survey.
  - FNI will locate visible improvements that will supplement items that were obscured during the aerial mapping.
  - FNI will establish additional control and check points to be used as QA/QC for 1' contour mapping.
  - The survey will include locating trees within the apparent right-of-way of Chaparral Road. For parcels determined to be probable "right-of-way acquisition tracts" where right-of-entry has been granted tree locations will be extended approximately 40' past the apparent right-of-way.
  - Subsurface evidence of utilities will be limited to QL-B SUE. No 811 locator calls will be conducted for this project.
  - Combining aerial and on the ground surveying to prepare mapping of 1' contours.
  - The deliverable shall be AutoCad or MicroStation digital files unless otherwise specified.

7.4 ASSUMPTIONS

- The Lidar Drone Survey will include Phase I & Phase II
- Field Survey and Boundary Design Survey is for Phase I (Only)

7.5 DELIVERABLES

- DTM data and supporting files including TIN, LandXML and one foot (1') contours.
- 2D planimetric map data as extracted from aerial lidar and imagery as Microstation DGN.
- Digital ortho-imagery

TASK 8. HYDROLOGICAL AND HYDRAULIC ANALYSIS

8.1 Hydraulic Analysis

- H&H adverse impact analysis, including flood mitigation
- Cross culvert/bridge hydraulic analysis and design
- Drainage report summarizing impact analysis and cross culvert/bridge needs per alternative

8.2 Pre-project Condition H&H Analysis – Results of this analysis will represent existing conditions and will be compared to the proposed condition to determine potential impact of project. Update effective HEC-HMS hydrologic models for:

- Rock Creek Tributary 1
- Trimmier Creek – Chaparral Creek will be a component of this model

8.3 Update rainfall data based on Atlas14, subdivide drainage areas at critical analysis points, develop other hydrologic parameters based on subdivided areas, and update effective HEC-HMS model to define pre-project conditions. Two land use scenarios will be evaluated per model. Existing land use conditions will be used to determine flood mitigation needs. Ultimate land use conditions will be used for sizing drainage infrastructure.

8.4 Update effective HEC-RAS hydraulic models for the following major crossings:

- Rock Creek
- Rock Creek Tributary 1
- Chaparral Creek (Trimmier Creek)

8.5 Update flows using ultimate land use conditions, cross sectional data using latest topographic data, and cross culverts using survey data.

8.6 Extend Trimmier Creek effective HEC-RAS model to connect the two studied portions through the project area. Update flows using ultimate land use conditions, cross sectional data using latest topographic data, and bridge geometry using survey data.

8.7 Evaluate capacity of up to twenty-five (25) existing minor cross culverts along Chaparral Road. Populate flows using the Rational Method and Atlas 14 rainfall data based on ultimate land use conditions. Evaluate capacity of existing cross culverts for criteria compliance

8.8 Perform Adverse Impact Analysis between pre-project and project conditions for the preferred alignment to verify peak discharge is increased by no more than 1% using existing land use conditions.

8.9 Update pre-project conditions hydrologic models developed for the preferred alignment based on ultimate land use conditions.

8.10 Size existing minor and major culvert crossings to meet design criteria. Culverts will be

sized such that the 100-yr headwater depth is less than 3" above crown of road or less than 3" above top of curb, whichever is lower.

- Size up to four (4) existing major crossings using discharge results
- Size up to one (1) new major crossing for each design option
- Size up to 25 existing minor crossings using peaks discharges
- Size up to six (6) new minor crossings for each design option. Populate peak discharges using the Rational Method based on ultimate land use conditions.

8.11 Mitigation Analysis - Evaluate and develop preliminary designs to mitigate any increase in peak discharge that exceeds 1%. This could include identifying potential detention locations inside ROW either above or below ground, and on offsite land for purchase by City of Killeen. Up to two scenarios will be evaluated at eight (8) locations for up to 16 scenarios. Preliminary design will include conceptual modeling of potential solutions, infrastructure sizing to eliminate adverse impact and schematic layout drawings.

8.12 Prepare a technical report summarizing task items above for the preferred alignment.

8.13 ASSUMPTIONS

- This scope of work assumes the effective hydrologic models were developed in HEC-HMS and workmaps identifying drainage area locations are available. If an alternate software was used or workmaps are not available, additional updates might be an additional service.

8.14 DELIVERABLES

- Technical Drainage Report

TASK 9. Traffic Engineering

The objective of the traffic study is to evaluate the major intersections along Chaparral Road between SH 195 and FM 3481 in Killeen, TX, to assess the anticipated operation for a traffic signal versus a roundabout. The preliminary traffic analysis will guide the design team to determine the appropriate roadway typical sections for the ultimate and phased design of the project.

FNI will perform the traffic analysis for four (4) intersections (W. Trimmier Rd., Featherline Rd., Chaparral Rd. at high school, and E. Trimmier Rd). The study will include a traffic signal warrant analysis at the intersection of Chaparral Rd at FM 3481.

9.1 Data Collection and Review

Gather Existing Data: Perform desktop review of the corridor and the study area and assemble data necessary for subsequent traffic analyses to include.

- Existing roadway network, adjacent land use, traffic access, and circulation.
- Existing roadway and intersection geometry and type of existing intersection traffic

control within the study area.

- City Master Throughfare Plan and Future Land Use to gather information on planned thoroughfares in the study area and potential future development.
- The Site plan for the proposed Junior High School along Chaparral Road. In addition, site plans, development programs, and land use densities for any other uses planned within the study area. The City will help identify and define level and intensity of any proposed development, and planned roadway improvements including implementation timeline.

Collect Traffic Counts: Collect current traffic count data necessary for operational analyses to include:

- 24-Hour intersection turning movement counts (TMC) at the following five (5) locations within the study area. FNI will engage Gram Traffic Counting, Inc. to collect necessary traffic data within the study area. Traffic counts will be collected on a Tuesday, Wednesday, or Thursday while schools are in session.

    - Chaparral Road @ W. Trimmier Rd
    - Chaparral Road @ W. Featherline Rd
    - Chaparral Road @ High School
    - Chaparral Road @ E. Trimmier Rd
    - Chaparral Road @ FM 3481

- Collect historic traffic volume count information as available from the City, and TXDOT to supplement newly collected data.
- Review and summarize the traffic count data for input into the study analysis.

9.2 Perform Traffic Operational Analysis

- **Develop Traffic Volumes for Analysis:** Estimates of opening year 2027 and design year 2047 traffic volumes for peak hours will be developed for the study intersections based on the following methodology and in consultation with City staff.
    - **Trips from New Development:** Estimate trips from the proposed Junior high School and other future development along the study corridor. Trips would be estimated utilizing the 11th Edition of the ITE Trip Generation Manual. Estimate trip distribution and assign the trips to the study area network.
    - **Background Trips:** A forecast of non-development site related traffic volumes that can be expected to exist on the area roadway system within the study area for the opening year and design year will be developed. These traffic projections will be based on existing traffic volumes and historic/projected annual growth rates.
    - **Total Analysis Volumes:** Site generated trips will be combined with the background trips to obtain total traffic for future year traffic analysis.
    - Prepare stick diagrams showing current and projected volumes for the intersections.

- **Traffic Operations Analysis of Future Conditions:** Develop AM and PM peak hour traffic operational analysis model for the Opening year and design year conditions to

evaluate delay and LOS for the four study intersections, using the methods Highway Capacity Manual (latest edition). The evaluation would compare the operations under the traditional signalized intersection versus a modern roundabout configuration. Additional evaluation parameters such as queue lengths will be used as applicable. The LOS results will be compiled into a tabular format and reviewed with City staff.

- **Identify and Recommend Intersection Configurations:** Based on the findings of the operational analysis and identified impacts, and input from the City and project stakeholders, recommendations will be developed for the intersection configurations.
- **Signal Warrant Analysis:** Analyze the intersection traffic count data to determine if the intersection of Chaparral Road at FM 3481 meets the traffic signal warrants based on volumes (Warrant 1, 2 & 3) as set forth in the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Warrant analysis would be based on the opening year traffic and proposed lane geometry conditions at the intersection. Document the findings in a technical memorandum along with the supporting documentation.

9.3 Prepare Technical Memorandum

- **Draft Technical Memorandum:** Prepare a draft technical memorandum documenting the data, analysis, findings, and recommendations of the study and submit to the City of review and comment. The City will provide one consolidated set of City Staff review comments. The draft memorandum will be submitted in electronic PDF format.
- **Final Technical Memorandum:** Prepare a final technical memorandum (PDF format) addressing the draft review comments and submit to the City.

9.4 ASSUMPTIONS

- All deliverables will be provided in an electronic format via email.
- All analysis will be performed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), the Highway Capacity Manual (HCM), Institute of Transportation Engineers (ITE) Trip Generation Manual, City of Killeen Guidelines, City of Killeen Standards, TxDOT Guidelines, and TxDOT Standards.

9.5 DELIVERABLES

- Technical Memorandum

TASK 10. Public Outreach

10.1 Public Engagement Planning

- Public engagement kickoff meeting
- Public engagement planning coordination meetings with the City

10.2 Public Engagement

- Develop Public Involvement Plan
- Prepare Database list for key stakeholders and property owners
- Conduct up to 4 stakeholder workshop meetings

- Setup and meeting with property owners (20 Virtual Meetings)
- Stakeholder Communication project updates
- Prepare project website
- Prepare project communication exhibits and materials

10.3 Public Meeting No. 1

- Plan, coordinate, execute, and conduct Public Involvement to consist of one (1) Open House/Public Meeting during the feasibility/schematic stage of the project. FNI shall execute the logistics with selecting and securing the Open House Public Meeting site with the City. FNI shall identify local media publications and prepare all State-approved Public Meeting notices and individual notices of same per the Project Mailing List. The City shall publish and pay for legal notices in local media publications and individual project mailers. FNI will prepare sign-in sheets, comment sheets, a power point presentation, and other materials for an Open House Public Meeting as necessary, as well as provide informed, affable personnel to support the Open House Public Meeting. FNI shall compile comments received at the Open House Public Meeting and document the same in the form of an Open House Public Meeting Summary and prepare written responses to Public Meeting comments. All public involvement shall abide by 43 TAC 11.80-11.90, CFR Title 23, Part 771 and the STATE's Environmental Manual. Public involvement deliverables are anticipated to include:
    - PowerPoint presentation, meeting agendas, technical handouts, meeting minutes with local, state, and federal agencies and officials.
    - FNI shall prepare project updates to be included on TxDOT's website.
    - Technical handouts for the public meeting. FNI shall provide printed hardcopies as well as digital files (Microsoft word and pdf) format.
    - Exhibits/displays for the public meeting.
    - Summary of the public meeting. Information should include, but is not limited to, number of people attending, handouts, summary of verbal input, summary of written input, and written responses to verbal and written comments for the public meeting. Electronic copies of the summaries for the public meetings shall be provided via email.

10.4 Public Meeting no. 2 or Public Hearing

- FNI shall plan, coordinate, execute and conduct one (1) Public Hearing. FNI shall execute the logistics with selecting and securing the Public Hearing site with the City. FNI shall identify local media publications and prepare all State-approved Public Hearing notices and individual notices of same per the Project Mailing List. The City shall publish and pay for legal notices in local media publications and individual project mailers. FNI shall prepare sign-in sheets, comment sheets, power point presentation, and other materials for the Public Hearing as necessary, as well as provide informed, affable personnel to support the Public Hearing. FNI shall compile comments received at the Public Hearing and document the same in the form of a Public Hearing Summary and prepare written responses to Public Hearing comments. The City shall provide a court-reporter transcript for the Public Hearing. All public

involvement shall abide by 43 TAC 11.80-11.90, CFR Title 23, Part 771 and the STATE's Environmental Manual. Public involvement deliverables are anticipated to include:

- PowerPoint presentation, meeting agendas, technical handouts, meeting minutes with local, state, and federal agencies and officials. FNI shall provide hard copies for these meetings and electronic versions in MS Word and PDF format.
- FNI shall prepare project updates to be included on TxDOT's website. These updates shall include information on the status of the project, project schedule, the scheduled public hearing, .pdf files showing the proposed meeting, and contact information. These updates shall be in MS Word document format or Adobe .pdf format as appropriate for the type of file included. Provision, establishment of domain, and maintenance of a project website is not included in this proposal.
- Technical handouts for the public hearing. FNI shall provide printed hardcopies as well as digital files (Microsoft word and pdf) format.
- Exhibits/displays for the public hearing.
- PowerPoint presentation for the public hearing along with script.
- Summary and Analysis for public hearing. Information should include, but is not limited to, number of people attending, handouts, summary of verbal input, summary of written input, and written responses to verbal and written comments for the public hearing. Electronic copies of the summaries for the public meetings and hearing shall be provided via email.

ADDITIONAL SERVICES: Additional Services to be performed by FNI, which are not included in the above basic and special services are described as follows:

1. Field layouts or the furnishing of construction line and grade surveys.
2. Preliminary and Final Design Plans, Specifications and Estimates (PS&E)
3. Field Survey and Boundary Survey for Phase II (E. Trimmier to FM 3481)
4. GIS mapping services or assistance with these services.
5. Geotechnical Investigation and Pavement Design Services
6. Level A SUE for the entire project Phase I & II (SH 195 to FM 3481)
7. Level B SUE for Phase II (E. Trimmier to FM 3481)
8. Right-of-way and Easement Documents
9. Right-of-way Acquisition Services
10. Final Bridge and Retaining Wall Design
11. Lighting Study and Illumination Design
12. Traffic Signals and Pedestrian hybrid beacon final design
13. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
14. Bid Phase Services
15. Furnishing the services of a full-time Resident Project Representative to act as OWNER's on-site representative during the Construction Phase.
16. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

17. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
18. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
19. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
20. Services required to resolve bid protests or to rebid the projects for any reason.
21. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
22. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
23. Visits to the site in excess of the number of trips included in basic and special services for periodic site visits, coordination meetings, or contract completion activities.
24. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
25. Providing services after the completion of the construction phase not specifically listed in the scope of services.
26. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
27. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
28. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
29. Provide follow-up professional services during Contractor's warranty period.
30. Scour analysis.
31. LOMR, CLOMR or other FEMA coordination
32. Appearances before regulatory agencies.
33. Waters of the U.S. delineation report submittal to the USACE
34. Nationwide permit pre-construction notification (PCN) submittal to the USACE
35. NEPA Environmental Impact Statement (EIS)
36. USFWS Section 7 Consultation
37. Section 4(f)/6(f) Determination
38. Presence/Absence Survey for State or Federally Listed Threatened or Endangered Species
39. Compensatory mitigation plan for waters of the US
40. Section 404 Individual Permit Application
41. Phase II/III ESA
42. Tree Survey and Mitigation
43. Stream and Wetland Condition Assessment
44. Noise workshop

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the attached project schedule for schematic design.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Exhibit B of the original Contract. Delays caused by FNI will not be subject to this adjustment in compensation.

RESPONSIBILITIES OF OWNER: Owner shall perform the following in addition to the responsibilities from the original contract in a timely manner so as not to delay the services of FNI:

1. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
2. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of One Million Four Hundred Eighty Five Thousand Two Hundred Forty Dollars ($1,485,240).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

	Hourly Rate	
Position	**Min**	**Max**
Professional 1	79	138
Professional 2	103	161
Professional 3	99	226
Professional 4	155	235
Professional 5	185	330
Professional 6	200	390
Construction Manager 1	98	127
Construction Manager 2	85	163
Construction Manager 3	125	154
Construction Manager 4	146	200
CAD Technician/Designer 1	65	136
CAD Technician/Designer 2	106	158
CAD Technician/Designer 3	138	200
Corporate Project Support 1	54	110
Corporate Project Support 2	70	175
Corporate Project Support 3	111	262
Intern / Coop	47	80

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)		$75
Pressure Data Logger (each)		$100
Water Quality Meter (per day)		$100
Microscope (each)		$150
Pressure Recorder (per day)		$200
Ultrasonic Thickness Guage (per day)		$275
Coating Inspection Kit (per day)		$275
Flushing / Cfactor (each)		$500
Backpack Electrofisher (each)		$1,000
	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2022.

330062022

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.

2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. To the fullest extent permitted by law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.

3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.

4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

Commercial General Liability	Workers' Compensation
$2,000,000 General Aggregate	As required by Statute
Automobile Liability (Any Auto)	Professional Liability
$1,000,000 Combined Single Limit	$3,000,000 Annual Aggregate

5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

   FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be

included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to Client and in acceptance of the Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

   If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

   If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the Project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the Project begins.

11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the Client is named as an indemnified party.

12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.

14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

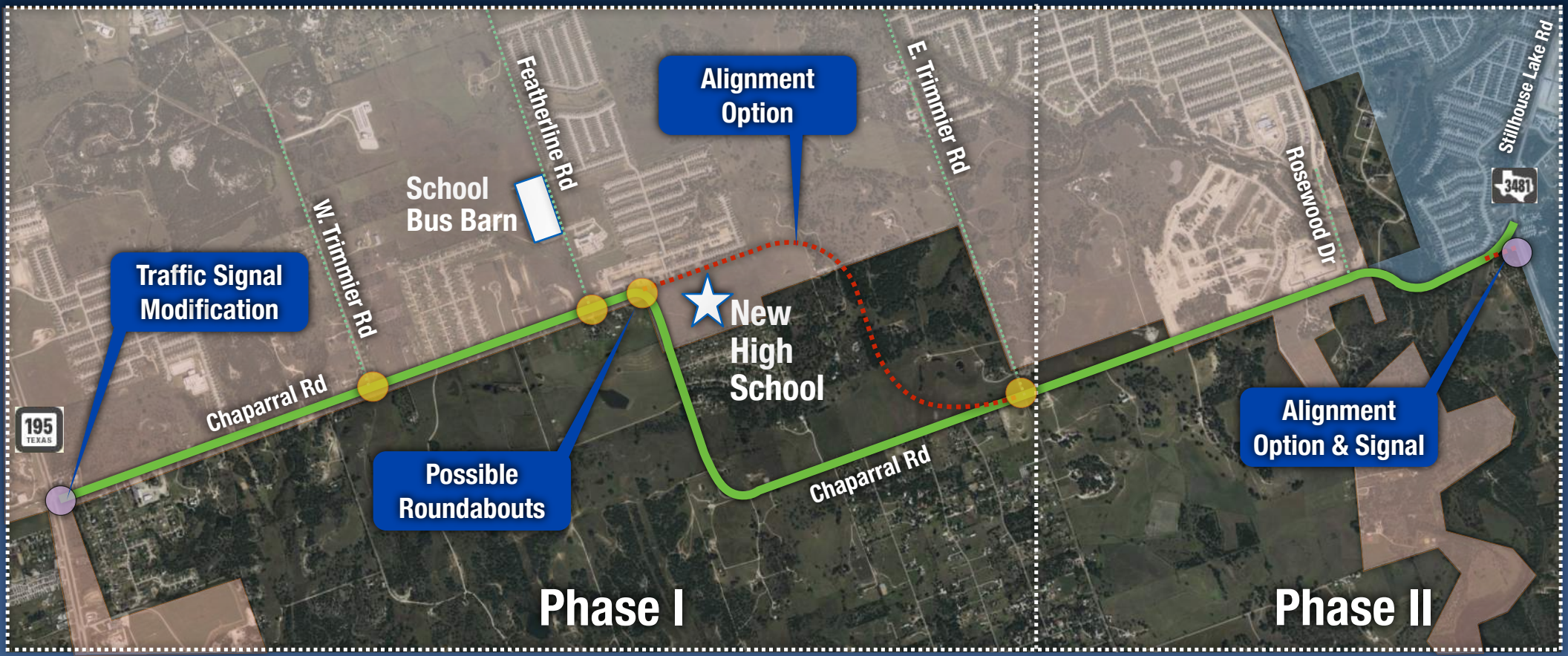
15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.

16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.

17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each 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.

    Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

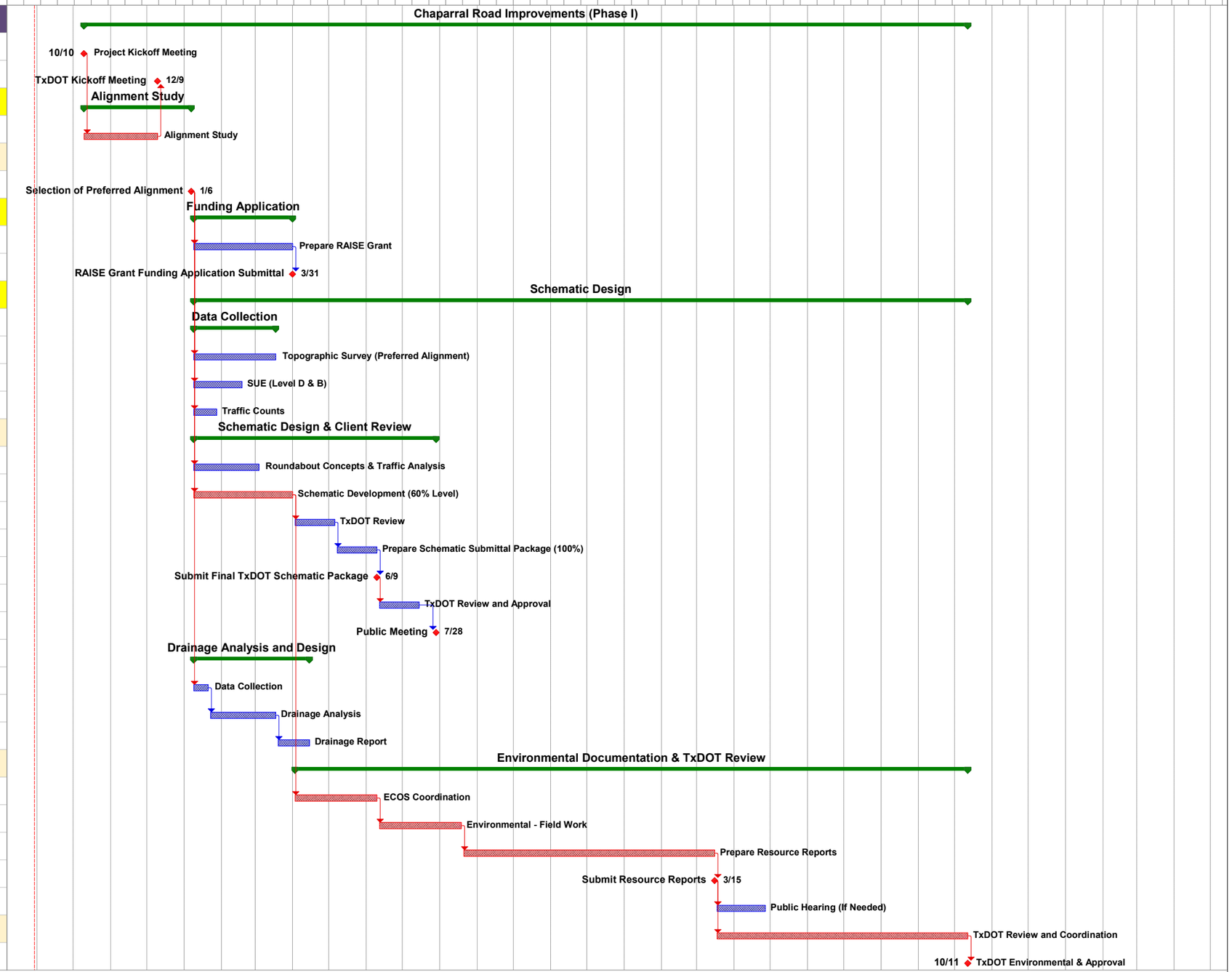
Chaparral Road - Project Scope Limits



Project Schedule

Chaparral Road (Schematic Design Phase)

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Chaparral Road Improvements (Phase I)**	**525 days**	**Mon 10/10/22**	**Fri 10/11/24**	
2	**Project Kickoff Meeting**	**0 days**	**Mon 10/10/22**	**Mon 10/10/22**	
3	**TxDOT Kickoff Meeting**	**0 days**	**Fri 12/9/22**	**Fri 12/9/22**	5
4	**Alignment Study**	**65 days**	**Mon 10/10/22**	**Fri 1/6/23**	
5	Alignment Study	45 days	Mon 10/10/22	Fri 12/9/22	2
6	Submit Alignment Study & City Review	20 days	Mon 12/12/22	Fri 1/6/23	5
7	**Selection of Preferred Alignment**	**0 days**	**Fri 1/6/23**	**Fri 1/6/23**	6
8	**Funding Application**	**60 days**	**Mon 1/9/23**	**Fri 3/31/23**	
9	Prepare RAISE Grant	60 days	Mon 1/9/23	Fri 3/31/23	7
10	**RAISE Grant Funding Application Submittal**	**0 days**	**Fri 3/31/23**	**Fri 3/31/23**	9
11	**Schematic Design**	**460 days**	**Mon 1/9/23**	**Fri 10/11/24**	
12	**Data Collection**	**50 days**	**Mon 1/9/23**	**Fri 3/17/23**	
13	Topographic Survey (Preferred Alignment)	50 days	Mon 1/9/23	Fri 3/17/23	7
14	SUE (Level D & B)	30 days	Mon 1/9/23	Fri 2/17/23	7
15	Traffic Counts	15 days	Mon 1/9/23	Fri 1/27/23	7
16	Schematic Design & Client Review	145 days	Mon 1/9/23	Fri 7/28/23	
17	Roundabout Concepts & Traffic Analysis	40 days	Mon 1/9/23	Fri 3/3/23	7
18	Schematic Development (60% Level)	60 days	Mon 1/9/23	Fri 3/31/23	7
19	TxDOT Review	25 days	Mon 4/3/23	Fri 5/5/23	18
20	Prepare Schematic Submittal Package (100%)	25 days	Mon 5/8/23	Fri 6/9/23	19
21	**Submit Final TxDOT Schematic Package**	**0 days**	**Fri 6/9/23**	**Fri 6/9/23**	20
22	TxDOT Review and Approval	25 days	Mon 6/12/23	Fri 7/14/23	21
23	**Public Meeting**	**0 days**	**Fri 7/28/23**	**Fri 7/28/23**	22FS+10 days
24	Drainage Analysis and Design	70 days	Mon 1/9/23	Fri 4/14/23	
25	Data Collection	10 days	Mon 1/9/23	Fri 1/20/23	7
26	Drainage Analysis	40 days	Mon 1/23/23	Fri 3/17/23	25
27	**Drainage Report**	**20 days**	**Mon 3/20/23**	**Fri 4/14/23**	26
28	Environmental Documentation & TxDOT Review	400 days	Mon 4/3/23	Fri 10/11/24	
29	ECOS Coordination	50 days	Mon 4/3/23	Fri 6/9/23	18
30	**Environmental - Field Work**	**50 days**	**Mon 6/12/23**	**Fri 8/18/23**	29
31	Prepare Resource Reports	150 days	Mon 8/21/23	Fri 3/15/24	30
32	**Submit Resource Reports**	**0 days**	**Fri 3/15/24**	**Fri 3/15/24**	31
33	Public Hearing (If Needed)	30 days	Mon 3/18/24	Fri 4/26/24	32
34	TxDOT Review and Coordination	150 days	Mon 3/18/24	Fri 10/11/24	32
35	**TxDOT Environmental & Approval**	**0 days**	**Fri 10/11/24**	**Fri 10/11/24**	34



City of Killeen
Chaparral Road Improvements (Schematic)
8/30/2022
Detailed Cost Breakdown

Project Fee Summary		
Basic Services	$	460,910
Special Services	$	1,024,330
Total Project	$	1,485,240

Tasks				Labor																				
Phase	Task	Basic or Special	Task Description	Chris Bosco	Spencer Maxwell	Colton Fisher	Matt Willoughby	Eric Barron	Ellen Emeric	Kevin St. Jacques	Mark evans	Dustin Blaylock	Feridoon Malekghassemi	Ryan Crimmings	Kevin St. Jacques	Sandip Gordhan Faldu	Nana Zhu	Jay Scanlon	Kimberly Patak	Andrew Swynenberg	Parker Kallman	Blaine Laechelin	Noe Ortiz	Will Huff	Brian King
				Senior Advisor	PM	APM	Road Design	CAD	Funding	Funding	Funding	Bridge Layout	Bridge QC	Utility	QA/QC	Traffic Lead	Traffic Engineer	SA / QC	Sr PE	Jr PE (modeling)	EIT	PE Designer	CAD	Erosion	GIS
				$175	$248	$165	$142	$126	$113	$317	$190	$205	$202	$99	$317	$264	$123	$264	$242	$161	$111	$199	$181	$187	$167
1			**Design Management**																						
		Basic	Lead, manage and direct design team activities		40	60																			
		Basic	Develop and Implement QC/QA plan	10	20																				
		Basic	Project Kickoff Meeting	8	8	8																			
		Basic	Project Meetings (24 Meetings)(16 Virtual)(8 In Person)	12	80	80																			
		Basic	Project Status Reports and Invoices (30 Months)		10	60																			
		Basic	Develop and Maintain Project Schedule		4	12																			
		Basic	Coordination with Regulatory Agencies (TxDOT)		10	40																			
2			**Alignment Study**																						
		Special	Alignment Study (Plan View based in GIS data)																						
		Special	Segment 1 (W. Trimmier to E. Trimmier)	4	10	20	40																		
		Special	Segment 2 (Rosewood Drive to FM 3481)	4	8	15	30																		
		Special	Alignment Cost Evaluations	4	10	40																			
3			**Funding Application**																						
		Special	Prepare funding project outline		4				8		4														
		Special	Prepare detailed schedule for application		4				8																
		Special	Compile Information from City required by RAISE GRANT		4				16																
		Special	Overview Document focused on eight criteria		4	4			30	4	8														
		Special	Prepare Writeups for project benefits		4	4			40	4															
		Special	Prepare Writeups for project readiness (ENV, ROW, etc.)		4	4			40	4															
		Special	Cost Benefit Analysis		4	20			10	20	10														
		Special	Assist the City in requesting letter of support		8				8																
		Special	Create attachments to be uploaded to RAISE Grant online application		4	20			24	8															
		Special	Prepare up to 2 additional funding applications (BIP, TxDOT, MPO)		10	40			40		60														
4			**Schematic Design**																						
		Basic	Data Collection (Plats, City records, utility maps)		2	10																			
		Basic	Typical Sections		2	8																			
		Basic	Intersection Design Layouts (5 intersections)		20	100	150	60																	
		Basic	Intersection Approaches (SH 195 and FM 3481)		4	20	60	20																	
		Basic	School Access Management Design		4	40	20	10																	
		Basic	Evaluate ROW and Easements and Prepare Strip Map		60	120		40																	
		Basic	Construction Phasing Plan	8	80	60																			
		Basic	Conceptual Level Drainage Design (Plan View)		10	80	100	60																	
		Basic	Develop Cross Sections		4	20	40																		
		Basic	Bridge Layout (Trimmier Creek)				80	40				40	12													
		Basic	City Utility Evaluation		20	40																			
		Basic	Prepare 30% Conceptual Level Schematic	4	20	60	80																		
		Basic	QC Review and Submittal	4	4	12						12													
		Basic	City/TxDOT Review Meeting (Virtual)	2	2	2																			
		Basic	Prepare 60% Preliminary Level Schematic	4	10	40	60																		
		Basic	QC Review and Submittal	4	4	12						12													
		Basic	City/TxDOT Review Meeting (Virtual)	2	2	2																			
		Basic	Prepare 90% Schematic Design Submittal	4	8	30	40																		
		Basic	QC Review and Submittal	4	4	12						12													
		Basic	City/TxDOT Review Meeting (Virtual)	2	2	2																			
		Basic	Prepare Final Schematic Document	2	4	10	20																		
		Basic	Meetings with Property Owners (10 Meetings) (5 Person/5 Virtual)		40	40																			
		Basic	Prepare updated project construction cost estimate		10	20																			
5			**Environmental Assessment**																						
		Special	Desktop Evaluation of Alternatives																						
		Special	Project Team Management and Coordination																						
		Special	Site visit and Environmental Constraints Analysis																						
		Special	Environmental Scope Determination																						
		Special	Technical Reports and Documentation																						
		Special	*Noise Analysis*																						
		Special	*HazMat ISA*																						
		Special	*Archeological Background Study*																						
		Special	*Historic PCR*																						
		Special	*Species Analysis*																						
		Special	*Delineation of Waters of the U.S.*																						
		Special	*404 Impacts Table*																						
		Special	*Surface Waters Analysis*																						
		Special	*Community Impacts Assessment*																						
		Special	*Indirect and Cumulative Impacts Analysis*																						
		Special	*Air Quality MSAT*																						
		Special	*Farmland Classification*																						
		Special	Draft EA Document																						
		Special	Final EA Document																						
		Special	Agency Coordination																						
		Special	Cultural Resources																						
6			**Subsurface Utility Engineering**																						
		Special	Level "D" SUE (Record Research) - Phase I & II		4	8																			
		Special	Level B" SUE (Designating) - Phase I		4	8																			
		Special	Utility Coordination																						
		Special	Contact Utility Companies and Prepare Contact List		2	4								16											
		Special	Schematic Conflict Assessment		4	12		20						40											
		Special	Utility Coordination Meetings (4) (2 Inperson, 2 Virtual)		2	16								24											
7			**Survey**																						
		Special	Survey Control																						
		Special	LiDAR Drone Survey (Phase I & Phase II)																						
		Special	Field Survey to Supplement Drone (Phase I)																						
		Special	Apparent ROW Survey (Phase II)																						
		Special	ROW Reseach and Boundary Survey (Phase I)																						
		Special	Survey QA/QC			8						8													

City of Killeen
Chaparral Road Improvements (Schematic)
8/30/2022
Detailed Cost Breakdown

Project Fee Summary	
Basic Services	$ 460,910
Special Services	$ 1,024,330
Total Project	$ 1,485,240

Tasks				Labor																				
Phase	Task	Basic or Special	Task Description	Chris Bosco	Spencer Maxwell	Colton Fisher	Matt Willoughby	Eric Barron	Ellen Emeric	Kevin St. Jacques	Mark evans	Dustin Blaylock	Feridoon Malekghassemi	Ryan Crimmings	Kevin St. Jacques	Sandip Gordhan Faldu	Nana Zhu	Jay Scanlon	Kimberly Patak	Andrew Swynenberg	Parker Kallman	Blaine Laechelin	Noe Ortiz	Will Huff	Brian King
				Senior Advisor	PM	APM	Road Design	CAD	Funding	Funding	Funding	Bridge Layout	Bridge QC	Utility	QA/QC	Traffic Lead	Traffic Engineer	SA / QC	Sr PE	Jr PE (modeling)	EIT	PE Designer	CAD	Erosion	GIS
				$175	$248	$165	$142	$126	$113	$317	$190	$205	$202	$99	$317	$264	$123	$264	$242	$161	$111	$199	$181	$187	$167
8			**Hydrologic and Hydraulic Analysis**																						
			Preliminary Design																						
		Special	Data Collection																8	16	8	8	8		16
		Special	Field Visits (2)															6	12	12	12	12		6	
		Special	Coordination Meetings															4	16	8	4	8	4		
			Pre-project Conditions Hydrology																						
		Special	Rock Creek Update Rainfall																	1					
		Special	Rock Creek Drainage Areas																2	6	10				
		Special	Rock Creek Time of Concentration																2	2	8				
		Special	Rock Creek Curve Number (EX and ULT)																3	2	8				
		Special	Rock Creek Model															2	4	2	8				
		Special	Trimmier Creek Update Rainfall																	1					
		Special	Trimmier Creek Drainage Areas																2	6	14				
		Special	Trimmier Creek Time of Concentration																2	2	12				
		Special	Trimmier Creek Curve Number (EX and ULT)																3	2	8				
		Special	Trimmier Creek Model															2	4	2	8				
			Pre-project Conditions Hydraulics																						
		Special	Rock Creek Update Flows																	2					
		Special	Rock Creek Update Cross Sections																1	6	10				
		Special	Rock Creek Update Cross Culvert and Evaluate Capacity																2	3	6				
		Special	Rock Creek Tributary 1 Update Flows																	2					
		Special	Rock Creek Tributary 1 Update Cross Sections															2	1	6	10				
		Special	Rock Creek Tributary 1 Update Cross Culvert and Evaluate Capacity																2	3	6				
		Special	Chaparral Creek Update Flows																	2					
		Special	Chaparral Creek Update Cross Sections															2	1	4	8				
		Special	Chaparral Creek Update Cross Culvert and Evaluate Capacity																2	4	6				
		Special	Trimmier Creek Extend Model																2	8	14				
		Special	Trimmier Creek Update Flows																	2					
		Special	Trimmier Creek Update Cross Sections															2	1	4	8				
		Special	Trimmier Creek Update Bridge Geometry and Evaluate Capacity																1	3	6				
		Special	Determine Culvert Q (25 Culverts)															2	4	24	75				
		Special	Evaluate Culvert Capacity for Criteria Compliance (25 Culverts)															2	4	16	36				
			Project Conditions H&H																						
		Special	Update Hydrology based on Existing Land Use															3	4	16	32				
		Special	Adverse Impact Analysis (Existing Land Use)															2	4	6	12				
		Special	Update Hydrology based on Ultimate Land Use																2	4	8				
		Special	Size up to 4 existing major crossings															1	2	4	8	4			
		Special	Size up to 1 Major Crossing for new alignment of Section 3A															1	1	4	6	2			
		Special	Size up to 25 existing minor crossings															6	8	16	36	6			
		Special	Size up to 6 Minor Crossings for new alignment of Section 3A															1	2	3	12	6			
		Special	Erosion and Scour Analysis (5 crossings)															2	2	4	20			12	
		Special	Mitigation Analysis (10 scenarios)															4	8	24	80	20	40		
		Special	Drainage Report															4	6	16	32	6			8
		Special	Alternative Selection Meeting with City of Killeen																6	3	2				
9			**Traffic Analysis**																						
			Data Collection and Review																						
		Special	Gather Existing Data													2	4								
		Special	Collect Traffic Counts, Review and Summarize													2	4								
			Perform Traffic Operations Analysis																						
		Special	Develop Traffic Volumes for Analysis (AM & PM Peak) Opening & Design Year													8	18								
		Special	Traffic operations Analysis (AM & PM Peak) Opening & Design Year												2	16	36								
		Special	Identify and Recommend Intersection Configurations		2										2	16	24								
		Special	Perform Signal Warrant Analysis and Memo													4	14								
			Prepare Technical Memorandum																						
		Special	Draft Technical Memorandum		2										2	12	24								
		Special	Final Technical Memorandum		2										2	12	24								
10			**Public Outreach**																						
		Special	**Public Engagement Planning**																						
		Special	Public Outreach Kickoff Meeting		2	2																			
		Special	Meetings with City and Team (4) (Virtual Meetings)		4	4																			
			Public Engagement																						
		Special	Develop Public Involvement Plan																						
		Special	Database Development and Updates, Communications Log																						
		Special	Stakeholder Working Group Meetings and Documentation (4 Virtual mtgs)		16	16																			
		Special	Property Owner Meetings and Summary Notes (up to 20)																						
		Special	Stakeholder Communications																						
		Special	Project Website Content and Development (up to 6 updates)																						
		Special	Project Materials																						
		Special	**Public Meeting #1**																						
		Special	Planning and Logistics																						
		Special	Public Meeting Promotion (Notices, Advertisements, Media Coordination)																						
		Special	Facilitation of Public Meeting		10	20																			
		Special	Public Meeting Materials (PPT, Maps, Exhibits, Handouts)																						
		Special	Summary Report																						
			Public Meeting #2 or Public Hearing																						
		Special	Planning and Logistics																						
		Special	Public Meeting Promotion (Notices, Advertisements, Media Coordination)																						
		Special	Facilitation of Public Meeting / Hearing		10	20																			
		Special	Public Meeting Materials (PPT, Maps, Exhibits, Handouts)																						
		Special	Summary Report																						
			Total Hours / Quantity	82	630	1,285	720	250	224	40	82	84	12	80	8	72	148	48	124	251	533	72	52	18	24
			Total Effort	$ 14,350	$ 155,925	$ 211,472	$ 102,355	$ 31,465	$ 25,339	$ 12,689	$ 15,595	$ 17,206	$ 2,427	$ 7,954	$ 2,538	$ 19,027	$ 18,168	$ 12,648	$ 30,007	$ 40,454	$ 59,398	$ 14,311	$ 9,434	$ 3,361	$ 4,000

City of Killeen
Chaparral Road Improvements (Schematic)
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Project Fee Summary	
Basic Services	460,910
Special Services	1,024,330
Total Project	1,485,240

Project Fee Summary	
Basic Services	460,910
Special Services	1,024,330
Total Project	1,485,240

Tasks				Richard Aldredge	Ben Hagood	Melissa Kinzer	Kimberly Buckley	Shelby Ball	Karl Hoffman	Wes Wiegreffe	Brian King	Total Hours	Total Labor Effort	Expenses				Total Expense Effort	Subconsultants						Total Sub Effort	Total Effort
Phase	Task	Basic or Special	Task Description	ENV/ Lead	Noise	GIS	QC	ENV	ENV	ENV	GIS			Tech Charge	Miles				AR Consultants (ENV Culture)	CD&P (Public Involvement)	CD&P (Expenses)	GRAM Traffic Counting	Cobb Fendley (Survey)	Cobb Fendley (SUE)		
				$187	$169	$106	$240	$100	$177	$122	$167															
1			**Design Management**										$ -					$ -							$ -	$ -
		Basic	Lead, manage and direct design team activities									100	$ 19,774	100				$ 851							$ -	$ 20,625
		Basic	Develop and Implement QC/QA plan									30	$ 6,700	30				$ 255							$ -	$ 6,955
		Basic	Project Kickoff Meeting									24	$ 4,697	24	480			$ 480							$ -	$ 5,177
		Basic	Project Meetings (24 Meetings)(16 Virtual)(8 In Person)									172	$ 35,066	172	3,840			$ 3,670							$ -	$ 38,736
		Basic	Project Status Reports and Invoices (30 Months)									70	$ 12,349	70				$ 595							$ -	$ 12,944
		Basic	Develop and Maintain Project Schedule									16	$ 2,965	16				$ 136							$ -	$ 3,101
		Basic	Coordination with Regulatory Agencies (TxDOT)									50	$ 9,058	50				$ 425							$ -	$ 9,483
													$ -					$ -							$ -	$ -
2			**Alignment Study**										$ -					$ -							$ -	$ -
		Special	Alignment Study (Plan View based in GIS data)										$ -					$ -							$ -	$ -
		Special	Segment 1 (W. Trimmier to E. Trimmier)									74	$ 12,153	74				$ 632							$ -	$ 12,785
		Special	Segment 2 (Rosewood Drive to FM 3481)									57	$ 9,413	57				$ 485							$ -	$ 9,898
		Special	Alignment Cost Evaluations									54	$ 9,758	54				$ 459							$ -	$ 10,217
													$ -					$ -							$ -	$ -
3			**Funding Application**										$ -					$ -							$ -	$ -
		Special	Prepare funding project outline									16	$ 2,656	16				$ 139							$ -	$ 2,795
		Special	Prepare detailed schedule for application									12	$ 1,895	12				$ 102							$ -	$ 1,997
		Special	Compile Information from City required by RAISE GRANT									20	$ 2,800	20				$ 170							$ -	$ 2,970
		Special	Overview Document focused on eight criteria									50	$ 7,832	50				$ 425							$ -	$ 8,257
		Special	Prepare Writeups for project benefits									52	$ 7,442	52				$ 442							$ -	$ 7,884
		Special	Prepare Writeups for project readiness (ENV, ROW, etc.)									52	$ 7,442	52				$ 442							$ -	$ 7,884
		Special	Cost Benefit Analysis									64	$ 13,659	64				$ 544							$ -	$ 14,203
		Special	Assist the City in requesting letter of support									16	$ 2,885	16				$ 136							$ -	$ 3,021
		Special	Create attachments to be uploaded to RAISE Grant online application									56	$ 9,534	56				$ 476							$ -	$ 10,010
		Special	Prepare up to 2 additional funding applications (BIP, TxDOT, MPO)									150	$ 24,993	150				$ 1,275							$ -	$ 26,268
													$ -					$ -							$ -	$ -
4			**Schematic Design**										$ -					$ -							$ -	$ -
		Basic	Data Collection (Plats, City records, utility maps)									12	$ 2,141	12				$ 110							$ -	$ 2,250
		Basic	Typical Sections									10	$ 1,812	10				$ 85							$ -	$ 1,897
		Basic	Intersection Design Layouts (5 intersections)									330	$ 50,283	330				$ 2,805							$ -	$ 53,088
		Basic	Intersection Approaches (SH 195 and FM 3481)									104	$ 15,328	104				$ 884							$ -	$ 16,212
		Basic	School Access Management Design									74	$ 11,675	74				$ 629							$ -	$ 12,304
		Basic	Evaluate ROW and Easements and Prepare Strip Map									220	$ 39,633	220				$ 1,870							$ -	$ 41,503
		Basic	Construction Phasing Plan									148	$ 31,074	148				$ 1,258							$ -	$ 32,332
		Basic	Conceptual Level Drainage Design (Plan View)									250	$ 37,408	250				$ 2,125							$ -	$ 39,533
		Basic	Develop Cross Sections									64	$ 9,968	64				$ 544							$ -	$ 10,512
		Basic	Bridge Layout (Trimmier Creek)									172	$ 27,028	172				$ 1,462							$ -	$ 28,490
		Basic	City Utility Evaluation									60	$ 11,533	60				$ 510							$ -	$ 12,043
		Basic	Prepare 30% Conceptual Level Schematic									164	$ 26,897	164				$ 1,394							$ -	$ 28,291
		Basic	QC Review and Submittal									32	$ 6,123	32				$ 272							$ -	$ 6,395
		Basic	City/TxDOT Review Meeting (Virtual)									6	$ 1,174	6				$ 51							$ -	$ 1,225
		Basic	Prepare 60% Preliminary Level Schematic									114	$ 18,287	114				$ 969							$ -	$ 19,256
		Basic	QC Review and Submittal									32	$ 6,123	32				$ 272							$ -	$ 6,395
		Basic	City/TxDOT Review Meeting (Virtual)									6	$ 1,174	6				$ 51							$ -	$ 1,225
		Basic	Prepare 90% Schematic Design Submittal									82	$ 13,304	82				$ 697							$ -	$ 14,001
		Basic	QC Review and Submittal									32	$ 6,123	32				$ 272							$ -	$ 6,395
		Basic	City/TxDOT Review Meeting (Virtual)									6	$ 1,174	6				$ 51							$ -	$ 1,225
		Basic	Prepare Final Schematic Document									36	$ 5,829	36				$ 306							$ -	$ 6,135
		Basic	Meetings with Property Owners (10 Meetings) (5 Person/5 Virtual)									80	$ 16,483	80				$ 680							$ -	$ 17,163
		Basic	Prepare updated project construction cost estimate									30	$ 5,766	30				$ 255							$ -	$ 6,021
													$ -					$ -							$ -	$ -
5			**Environmental Assessment**										$ -					$ -							$ -	$ -
		Special	Desktop Evaluation of Alternatives	8		8				12	4	32	$ 4,480	32				$ 284							$ -	$ 4,763
		Special	Project Team Management and Coordination	40								40	$ 7,478	40				$ 340							$ -	$ 7,818
		Special	Site visit and Environmental Constraints Analysis	12		8				30	4	54	$ 7,431	54	300			$ 632							$ -	$ 8,063
		Special	Environmental Scope Determination	20		8						28	$ 4,587	28				$ 238							$ -	$ 4,825
		Special	Technical Reports and Documentation										$ -					$ -							$ -	$ -
		Special	*Noise Analysis*	8	100	200						308	$ 39,621	308	300			$ 2,791							$ -	$ 42,411
		Special	*HazMat ISA*				4	40				44	$ 4,981	44				$ 374							$ -	$ 5,355
		Special	*Archeological Background Study*	8						20	8	36	$ 5,277	36				$ 306							$ -	$ 5,583
		Special	*Historic PCR*	8						20	8	36	$ 5,277	36				$ 306							$ -	$ 5,583
		Special	*Species Analysis*	4						30		34	$ 4,421	34				$ 289							$ -	$ 4,710
		Special	*Delineation of Waters of the U.S.*	4						56		60	$ 7,579	60	300			$ 681							$ -	$ 8,260
		Special	*404 Impacts Table*	4		8				8		20	$ 2,576	20				$ 170							$ -	$ 2,746
		Special	*Surface Waters Analysis*	2						8		10	$ 1,353	10				$ 85							$ -	$ 1,438
		Special	*Community Impacts Assessment*	8					50			58	$ 10,338	58				$ 493							$ -	$ 10,831
		Special	*Indirect and Cumulative Impacts Analysis*	4					50			54	$ 9,590	54				$ 459							$ -	$ 10,049
		Special	*Air Quality MSAT*	4			4	20				28	$ 3,719	28				$ 238							$ -	$ 3,957
		Special	*Farmland Classification*	4		4				8		16	$ 2,151	16				$ 136							$ -	$ 2,287
		Special	Draft EA Document	55		20	2	10	8	30		125	$ 18,977	125				$ 1,063							$ -	$ 20,039
		Special	Final EA Document	55		20	2	10	8	30		125	$ 18,977	125				$ 1,063							$ -	$ 20,039
		Special	Agency Coordination	40		8						48	$ 8,326	48				$ 408							$ -	$ 8,734
		Special	Cultural Resources	20								20	$ 3,739	20				$ 170	29,970						$ 32,967	$ 36,876
													$ -					$ -							$ -	$ -
6			**Subsurface Utility Engineering**										$ -					$ -							$ -	$ -
		Special	Level "D" SUE (Record Research) - Phase I & II									12	$ 2,307	12				$ 110						18,494	$ 20,343	$ 22,760
		Special	Level B" SUE (Designating) - Phase I									12	$ 2,307	12				$ 102						87,844	$ 96,628	$ 99,037
		Special	Utility Coordination										$ -					$ -							$ -	$ -
		Special	Contact Utility Companies and Prepare Contact List									22	$ 2,744	22				$ 187							$ -	$ 2,931
		Special	Schematic Conflict Assessment									76	$ 9,459	76				$ 646							$ -	$ 10,105
		Special	Utility Coordination Meetings (4) (2 Inperson, 2 Virtual)									42	$ 5,514	42	600			$ 702							$ -	$ 6,216
													$ -					$ -							$ -	$ -
													$ -					$ -							$ -	$ -
7			**Survey**										$ -					$ -							$ -	$ -
		Special	Survey Control										$ -					$ -				19,616		$ 21,578	$ 21,578
		Special	LiDAR Drone Survey (Phase I & Phase II)										$ -					$ -				53,519		$ 58,871	$ 58,871
		Special	Field Survey to Supplement Drone (Phase I)										$ -					$ -				68,870		$ 75,757	$ 75,757
		Special	Apparent ROW Survey (Phase II)										$ -					$ -				14,500		$ 15,950	$ 15,950
		Special	ROW Reseach and Boundary Survey (Phase I)										$ -					$ -				17,180		$ 18,898	$ 18,898
		Special	Survey QA/QC									16	$ 2,955	16	300			$ 315				16,860		$ 18,546	$ 21,816
													$ -					$ -							$ -	$ -
													$ -					$ -							$ -	$ -

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Project Fee Summary	
Basic Services	460,910
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Total Project	1,485,240

Project Fee Summary	
Basic Services	460,910
Special Services	1,024,330
Total Project	1,485,240

Tasks														Expenses					Subconsultants							Total
Phase	Task	Basic or Special	Task Description	Richard Aldredge ENV Lead $187	Ben Hagood Noise $169	Melissa Kinzer GIS $106	Kimberly Buckley QC $240	Shelby Ball ENV $100	Karl Hoffman ENV $177	Wes Wiegreffe ENV $122	Brian King GIS $167	Total Hours	Total Labor Effort	Tech Charge	Miles			Total Expense Effort	AR Consultants (ENV Culture)	CD&P (Public Involvement)	CD&P (Expenses)	GRAM Traffic Counting	Cobb Fendley (Survey)	Cobb Fendley (SUE)	Total Sub Effort	Total Effort
8			**Hydrologic and Hydraulic Analysis**										$ -					$ -							$ -	$ -
			Preliminary Design										$ -					$ -							$ -	$ -
		Special	Data Collection									64	$ 11,114	64				$ 553							$ -	$ 11,667
		Special	Field Visits (2)									60	$ 11,262	60	1,100			$ 1,143							$ -	$ 12,404
		Special	Coordination Meetings									44	$ 8,977	44	220			$ 501							$ -	$ 9,477
			Pre-project Conditions Hydrology										$ -					$ -							$ -	$ -
		Special	Rock Creek Update Rainfall									1	$ 161	1				$ 9							$ -	$ 170
		Special	Rock Creek Drainage Areas									18	$ 2,565	18				$ 153							$ -	$ 2,718
		Special	Rock Creek Time of Concentration									12	$ 1,698	12				$ 102							$ -	$ 1,800
		Special	Rock Creek Curve Number (EX and ULT)									13	$ 1,940	13				$ 111							$ -	$ 2,050
		Special	Rock Creek Model									16	$ 2,709	16				$ 136							$ -	$ 2,845
		Special	Trimmier Creek Update Rainfall									1	$ 161	1				$ 9							$ -	$ 170
		Special	Trimmier Creek Drainage Areas									22	$ 3,011	22				$ 187							$ -	$ 3,198
		Special	Trimmier Creek Time of Concentration									16	$ 2,144	16				$ 136							$ -	$ 2,280
		Special	Trimmier Creek Curve Number (EX and ULT)									13	$ 1,940	13				$ 111							$ -	$ 2,050
		Special	Trimmier Creek Model									16	$ 2,709	16				$ 136							$ -	$ 2,845
			Pre-project Conditions Hydraulics										$ -					$ -							$ -	$ -
		Special	Rock Creek Update Flows									2	$ 322	2				$ 17							$ -	$ 339
		Special	Rock Creek Update Cross Sections									17	$ 2,323	17				$ 145							$ -	$ 2,468
		Special	Rock Creek Update Cross Culvert and Evaluate Capacity									11	$ 1,636	11				$ 94							$ -	$ 1,730
		Special	Rock Creek Tributary 1 Update Flows									2	$ 322	2				$ 17							$ -	$ 339
		Special	Rock Creek Tributary 1 Update Cross Sections									19	$ 2,850	19				$ 162							$ -	$ 3,012
		Special	Rock Creek Tributary 1 Update Cross Culvert and Evaluate Capacity									11	$ 1,636	11				$ 94							$ -	$ 1,730
		Special	Chaparral Creek Update Flows									2	$ 322	2				$ 17							$ -	$ 339
		Special	Chaparral Creek Update Cross Sections									15	$ 2,305	15				$ 128							$ -	$ 2,433
		Special	Chaparral Creek Update Cross Culvert and Evaluate Capacity									12	$ 1,797	12				$ 102							$ -	$ 1,899
		Special	Trimmier Creek Extend Model									24	$ 3,334	24				$ 204							$ -	$ 3,538
		Special	Trimmier Creek Update Flows									2	$ 322	2				$ 17							$ -	$ 339
		Special	Trimmier Creek Update Cross Sections									15	$ 2,305	15				$ 128							$ -	$ 2,433
		Special	Trimmier Creek Update Bridge Geometry and Evaluate Capacity									10	$ 1,394	10				$ 85							$ -	$ 1,479
		Special	Determine Culvert Q (25 Culverts)									105	$ 13,721	105				$ 893							$ -	$ 14,614
		Special	Evaluate Culvert Capacity for Criteria Compliance (25 Culverts)									58	$ 8,086	58				$ 493							$ -	$ 8,579
			Project Conditions H&H										$ -					$ -							$ -	$ -
		Special	Update Hydrology based on Existing Land Use									55	$ 7,903	55				$ 468							$ -	$ 8,371
		Special	Adverse Impact Analysis (Existing Land Use)									24	$ 3,799	24				$ 204							$ -	$ 4,003
		Special	Update Hydrology based on Ultimate Land Use									14	$ 2,020	14				$ 119							$ -	$ 2,139
		Special	Size up to 4 existing major crossings									19	$ 3,079	19				$ 162							$ -	$ 3,240
		Special	Size up to 1 Major Crossing for new alignment of Section 3A									14	$ 2,216	14				$ 119							$ -	$ 2,335
		Special	Size up to 25 existing minor crossings									72	$ 11,300	72				$ 612							$ -	$ 11,912
		Special	Size up to 6 Minor Crossings for new alignment of Section 3A									24	$ 3,761	24				$ 204							$ -	$ 3,965
		Special	Erosion and Scour Analysis (5 crossings)									40	$ 6,125	40				$ 340							$ -	$ 6,465
		Special	Mitigation Analysis (10 scenarios)									176	$ 27,006	176				$ 1,496							$ -	$ 28,502
		Special	Drainage Report									72	$ 11,177	72				$ 612							$ -	$ 11,789
		Special	Alternative Selection Meeting with City of Killeen									11	$ 2,158	11	110			$ 157							$ -	$ 2,315
													$ -					$ -							$ -	$ -
9			**Traffic Analysis**										$ -					$ -							$ -	$ -
			Data Collection and Review										$ -					$ -							$ -	$ -
		Special	Gather Existing Data									6	$ 1,020	6				$ 54							$ -	$ 1,074
		Special	Collect Traffic Counts, Review and Summarize									6	$ 1,020	6				$ 51				6,000			$ 6,600	$ 7,671
			Perform Traffic Operations Analysis										$ -					$ -							$ -	$ -
		Special	Develop Traffic Volumes for Analysis (AM & PM Peak) Opening & Design Year									26	$ 4,324	26				$ 221							$ -	$ 4,545
		Special	Traffic operations Analysis (AM & PM Peak) Opening & Design Year									54	$ 9,282	54				$ 459							$ -	$ 9,741
		Special	Identify and Recommend Intersection Configurations									44	$ 8,304	44				$ 374							$ -	$ 8,678
		Special	Perform Signal Warrant Analysis and Memo									18	$ 2,776	18				$ 153							$ -	$ 2,929
			Prepare Technical Memorandum										$ -					$ -							$ -	$ -
		Special	Draft Technical Memorandum									40	$ 7,247	40				$ 340							$ -	$ 7,587
		Special	Final Technical Memorandum									40	$ 7,247	40				$ 340							$ -	$ 7,587
													$ -					$ -							$ -	$ -
													$ -					$ -							$ -	$ -
10			**Public Outreach**										$ -					$ -							$ -	$ -
		Special	**Public Engagement Planning**										$ -					$ -							$ -	$ -
		Special	Public Outreach Kickoff Meeting									4	$ 824					$ -		1,690					$ 1,859	$ 2,683
		Special	Meetings with City and Team (4) (Virtual Meetings)									8	$ 1,648					$ -		2,480					$ 2,728	$ 4,376
			Public Engagement										$ -					$ -							$ -	$ -
		Special	Develop Public Involvement Plan										$ -					$ -		2,180					$ 2,398	$ 2,398
		Special	Database Development and Updates, Communications Log										$ -					$ -		4,405					$ 4,846	$ 4,846
		Special	Stakeholder Working Group Meetings and Documentation (4 Virtual mtgs)									32	$ 6,593					$ -		7,900					$ 8,690	$ 15,283
		Special	Property Owner Meetings and Summary Notes (up to 20)										$ -					$ -		6,400					$ 7,040	$ 7,040
		Special	Stakeholder Communications										$ -					$ -		5,500					$ 6,050	$ 6,050
		Special	Project Website Content and Development (up to 6 updates)										$ -					$ -		7,320					$ 8,052	$ 8,052
		Special	Project Materials										$ -					$ -		5,890					$ 6,479	$ 6,479
		Special	**Public Meeting #1**										$ -					$ -							$ -	$ -
		Special	Planning and Logistics										$ -					$ -		1,740					$ 1,914	$ 1,914
		Special	Public Meeting Promotion (Notices, Advertisements, Media Coordination)										$ -					$ -		3,205					$ 3,526	$ 3,526
		Special	Facilitation of Public Meeting									30	$ 5,766		300			$ 176		2,215					$ 2,437	$ 8,379
		Special	Public Meeting Materials (PPT, Maps, Exhibits, Handouts)										$ -					$ -		3,455	1,730				$ 5,704	$ 5,704
		Special	Summary Report										$ -					$ -		3,550					$ 3,905	$ 3,905
			Public Meeting #2 or Public Hearing										$ -					$ -							$ -	$ -
		Special	Planning and Logistics										$ -					$ -		1,740					$ 1,914	$ 1,914
		Special	Public Meeting Promotion (Notices, Advertisements, Media Coordination)										$ -					$ -		3,205					$ 3,526	$ 3,526
		Special	Facilitation of Public Meeting / Hearing									30	$ 5,766		300			$ 176		2,215					$ 2,437	$ 8,379
		Special	Public Meeting Materials (PPT, Maps, Exhibits, Handouts)										$ -					$ -		3,455	1,730				$ 5,704	$ 5,704
		Special	Summary Report										$ -					$ -		3,550					$ 3,905	$ 3,905
													$ -					$ -							$ -	$ -
													$ -					$ -							$ -	$ -
													$ -					$ -							$ -	$ -
			Total Hours / Quantity	**308**	**100**	**284**	**12**	**80**	**116**	**252**	**24**	**6,015**		**5,911**	**8,150**	**-**	**-**		**$ 29,970**	**$ 72,095**	**$ 3,460**	**$ 6,000**	**$ 190,545**	**$ 106,338**		
			Total Effort	**$ 57,581**	**$ 16,913**	**$ 30,121**	**$ 2,884**	**$ 8,039**	**$ 20,515**	**$ 30,828**	**$ 4,000**		**$ 981,002**	**$ 50,242**	**$ 4,686**	**$ -**	**$ -**	**$ 54,989**	**$ 32,967**	**$ 79,305**	**$ 3,806**	**$ 6,600**	**$ 209,600**	**$ 116,972**	**$ 449,249**	**$ 1,485,240**

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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American Society of Civil Engineers
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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of October 18, 2022 ("Effective Date") between the CITY OF KILLEEN ("OWNER") and Freese and Nichols, Inc. ("ENGINEER").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows: To provide engineering services as described in Exhibit A of this contract in the amount of $1,485,240.00

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

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

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

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

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

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

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

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

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

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

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

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

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

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

4.02 Other Provisions Concerning Payments

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

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

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

D. *Payments Upon Termination*.

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

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

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

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

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Designing to Construction Cost Limit

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

5.03 Opinions of Total Project Costs

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

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

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

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

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

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

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

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

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

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

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

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

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

6.02 Authorized Project Representatives

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

6.03 Design without Construction Phase Services

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

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

6.04 Use of Documents

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

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

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

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

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

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

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

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

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

6.05 Insurance

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

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

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

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

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

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

6.06 Termination

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

1. *For cause*,

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

b. By ENGINEER:

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

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

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

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

2. *For convenience*,

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

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

6.07 Controlling Law

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

6.08 Successors, Assigns, and Beneficiaries

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

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

C. Unless expressly provided otherwise in this Agreement:

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

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

6.09 Hazardous Environmental Condition

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

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

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

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

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

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

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

6.10 Allocation of Risks

A. Indemnification

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

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

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

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

6.11 Notices

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

6.12 Survival

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

6.13 Severability

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

6.14 Waiver

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

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

6.15 Headings

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

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

29. PCB's--Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services."

B. Exhibit B, "OWNER's Responsibilities.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses."

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative."

E. Exhibit E, "Notice of Acceptability of Work."

F. Exhibit F, "Construction Cost Limit."

G. Exhibit G, "Insurance."

H. Exhibit H, "Special Provisions."

I. Exhibit I, "DBE Goal."

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Killeen	ENGINEER: Freese and Nichols, Inc.
By: Kent Cagle	By: Chris B. Bosco
Title: City Manager	Title: Principal
Date Signed:	Date Signed: 9/15/2022
Address for giving notices:	Address for giving notices:
P.O. Box 1329	801 Cherry Street, Suite 2800
Killeen, TX 76540-1329	Fort Worth, TX 76102
Designated Representative (paragraph 6.02.A):	Designated Representative (paragraph 6.02.A):
Edwin Revell	Spencer Maxwell
Title: Executive Director of Development Service	Title: Associate
Phone Number: 254-501-7628	Phone Number: 817-735-7523
Facsimile Number: 254-5017633	Facsimile Number: 817-735-7491
E-Mail Address: erevell@killeentexas.gov	E-Mail Address: sbm@freese.com

This is **EXHIBIT A**, consisting of 22 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 – FREESE AND NICHOLS, INS. PROPOSAL – SCOPE OF SERVICES
(SEE NEXT PAGE)

September 7, 2022

Mr. Andrew Zagars, PE
City Engineer
Engineering Division
3201 South W S Young Drive
Killeen, TX 76542

Re: Chaparral Road Schematic

Dear Mr. Zagars:

Freese and Nichols, Inc. (FNI) is pleased to submit our scope and fee proposal for the Chaparral Road Schematic Design. We propose a three-part contract scope and fee.

- **Schematic Design Contract** –This phase will include survey, SUE (Level "B"), Alignment Study, Hydrology & Hydraulic Analysis, TxDOT Design Schematic, Environmental documentation, Intersection Traffic Analysis, Grant Application, and Stakeholder Collaboration/Public Outreach.

- **Final Design and ROW Contract** – This phase will include any additional data collection (if needed), Level "A" SUE, development of the plans, specifications, and estimates (PS&E), utility relocation design, ROW acquisition and bid phase services.

- **Construction Management Contract** – This phase will include construction management, inspection, materials testing, and LGPP documentation.

FNI proposes a schematic design lump sum fee not to exceed **$1,485,240**. Refer to the attached scope of services and level of effort spreadsheet for a detailed breakdown of the proposed services. The following is a summary of the schematic design major contract scope of work items.

Work to be Performed	**Fee Summary**	**Days**
Task 1: Design Management	$97,020	525
Task 2: Alignment Study	$32,900	65
Task 3: Funding Application	$85,290	60
Task 4: Schematic Design	$363,890	460
Task 5: Environmental Assessment	$214,370	400
Task 6: Subsurface Utility Engineering	$141,050	30
Task 7: Survey	$212,870	60
Task 8: Hydrologic and Hydraulic Analysis	$183,980	60
Task 9: Traffic Analysis	$49,810	40
Task 10: Public Outreach	$104,060	60
Schematic Design Contract	**$1,485,240**	**525**

The objective of this scope of services is to obtain TxDOT approval on the schematic design and environmental documents. In addition, we included scope for submitting grant applications to obtain additional funding for the project. Thank you for the opportunity to be of service to the City of Killeen. If you have any questions concerning this proposal, please do not hesitate to contract me at 817-735-7357.

Sincerely,
FREESE AND NICHOLS, INC.

Chris Bosco, PE
Group Manager

Spencer B. Maxwell, PE, PTOE, PMP
Project Manager

Attachment SC
Scope of Services
Chaparral Road Improvements

PROJECT DESCRIPTION

The City of Killeen (Owner) plans to reconstruct and realign Chaparral Road from SH 195 to FM 3481 as a four-lane arterial. The project will be designed and constructed in two phases. Phase I extends from SH 195 to E. Trimmier Road (approx. 4.6 miles). Phase II extends from E. Trimmier Road to FM 3481 (approx. 2 miles). The project is being designed and constructed in accordance with TxDOT specifications and standards. This scope of services is for concept design, environmental and schematic design for Phases I & II. Refer to the attached project limits exhibit. FNI shall render the following basic and special services in connection with the development of the Project:

WORK TO BE PERFORMED

Task 1.	Design Management *(Phase I & II)*	Basic Services
Task 2.	Alignment Study *(Phase I & II)*	Special Services
Task 3.	Funding Application *(Phase I & II)*	Special Services
Task 4.	Schematic Design *(Phase I & II)*	Basic Services
Task 5.	Environmental Assessment (Phase I & II)	Special Services
Task 6.	Subsurface Utility Engineering *(Phase I)*	Special Services
Task 7.	Survey *(Phase I)*	Special Services
Task 8.	Hydrologic and Hydraulic Analysis *(Phase I & II)*	Special Services
Task 9.	Traffic Analysis (Phase I & II)	Special Services
Task 10.	Public Outreach (Phase I & II)	Special Services

BASIC AND SPECIAL SERVICES: Basic and Special Services to be performed by FNI are described as follows:

TASK 1. DESIGN MANAGEMENT

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

1.1 Managing the Team

- Lead, manage and direct design team activities
- Develop and Implement QC/QA plan

1.2 Communications and Reporting

- Attend project kickoff meeting with CITY staff to confirm and clarify scope and understand CITY objectives.
- Conduct and document project update meetings with CITY.
- Prepare and submit monthly progress reports and invoices
- Prepare and submit baseline Project Schedule initially, and Project Schedule updates quarterly.

- Coordination with regulatory agencies, ENGINEER shall communicate with regulatory agencies such that their regulatory requirements are appropriately reflected in the designs. ENGINEER shall work with regulatory authorities to obtain approval of the designs and make changes necessary to meet their requirements.

1.3 ASSUMPTIONS

- Assuming 18 project update meetings over the life of the design phase. 6 in-person meetings and 12 virtual progress meetings

1.4 DELIVERABLES

- Monthly progress reports and invoices
- Baseline design schedule
- Quarterly schedule updates

TASK 2. ALIGNMENT STUDY

The purpose of the alignment study is for the ENGINEER to prepare, identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of this concept. ENGINEER will utilize concepts and criteria contained in the current CITY and TXDOT Design Manuals.

ENGINEER will develop the conceptual design of the infrastructure as follows.

2.1 Alignment Study

- The ENGINEER will prepare alignment options for Phases I & II base on City GIS data. The study will evaluate construction cost, right-of-way impacts, environmental impacts, and future development for each alignment option.

2.2 ASSUMPTIONS

- ENGINEER will prepare 3 alignment options between W. Trimmier Road and E. Trimmier Road. (Phase I)
- ENGINEER will prepare 3 alignment options between Rosewood Drive and FM 3481. (Phase II)

2.3 DELIVERABLES

- Plan View Exhibits for each alignment option based on GIS data
- Conceptual Level Cost Estimate for each alignment option
- Alignment Evaluation matrix for each option consider ROW impacts, relocations, environmental impact, utility conflicts, development, and construction cost.

TASK 3. FUNDING APPLICATION

3.1 Support Development of Materials for Grant Applications

The City of Killeen plans to apply for a RAISE Grant for this project in 2023. FNI will support the City's application efforts by providing the following professional services:

- Prepare project outline with merit criteria
- Assist City staff to organize, schedule, and prompt City for their contributions to the application submittal
- Compile information provided by the City that has been prepared for the ongoing projects within the project limits
- Prepare project overview document that speaks to the eight selection criteria, project readiness, costs, and requested funding
- Prepare writeups supporting the project's benefits in terms of the eight funding evaluation criteria as described in the RAISE Grant Notice of Funding Opportunity
- Prepare writeups that describe project readiness related to environmental clearances and acquisition of ROW.
- Prepare materials supporting a Cost Benefit Analysis using materials provided by the City and guidance provided by the USDOT
- Assist City staff to develop the framework for request for Letters of Support for the application
- Assist City staff to compile the prepared information into a set of materials to be submitted online for the RAISE Grant application.
- FNI will assist the City in applying for up to 2 other funding grant programs such as the federal bridge improvement program, TxDOT Funding, or another federal grant program that supports off-system transportation improvements.

3.2 ASSUMPTIONS

- The City of Killeen will organize stakeholders and civic leaders for support and contribution to the application submittal
- The City of Killeen will obtain letters of support for the application

3.3 DELIVERABLES

- RAISE grant application
- Applications for up to 2 other grant programs for off-system transportation improvements

TASK 4. SCHEMATIC DESIGN

The purpose of the schematic design is for the ENGINEER to develop a TxDOT design schematic based on the preferred alignment selected by the city as part of the alignment study. ENGINEER will utilize design criteria contained in the current CITY and TXDOT Design Manuals.

ENGINEER will develop the schematic design of the infrastructure as follows.

4.1 Data Collection

- In addition to data obtained from the CITY, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements

with any planned future improvements that may influence the project. ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including traffic volumes, utilities, agencies, City Master Plans, and property ownership as available from the Tax Assessor's office.

4.2 Develop typical sections to accommodate vehicular traffic and pedestrian needs.

4.3 Prepare plan view geometric intersection design layouts for the intersections of W. Trimmier, Featherline Road, Old Chaparral alignment school connection, E. Trimmier, Rosewood Drive. Based on the results of the traffic study the concepts maybe roundabouts or conventional intersections.

4.4 Prepare intersection approaches for the connection to SH 195 and FM 3481.

4.5 Evaluate and Prepare roadway design adjacent to the new high school considering pedestrian crossing from the neighborhood and access management into the school.

4.6 Evaluate ROW and Easement needs along the entire project limits (Phase I & II). Prepare ROW strip map exhibit.

4.7 Develop construction phasing plan to support schematic development and construction cost estimates.

4.8 Prepare roadway drainage area map to support the roadway profile development. Prepare conceptual level plan view inlet calculations. Develop pipe system layout to support the development of the roadway design concept, construction phasing planning, and outfall locations.

4.9 Prepare project cross sections at 100’ station and at critical design points

4.10 Prepare Bridge Layout for Trimmier Creek Bridge. Plan and Profile in accordance with TxDOT requirements.

4.11 Investigate City water and Sewer conflicts within the ROW and identify the City utilities that need to be relocated or replaced as part of the roadway construction.

4.12 Prepare 30%/60%/90 Schematic Roll plot in accordance with TxDOT requirements that incorporates the intersection designs, SUE level B utility data, and defines the existing and proposed right-of-way and easements.

4.13 Meet with adjacent property owners as needed (up to 10 meetings, 5 Virtual, and 5 In Person)

4.14 Provide cost estimates for construction, ROW, and utility relocations as the project develops, and provide updates as requested.

4.15 ASSUMPTIONS

- Schematic will be developed in accordance with TxDOT standards

4.16 DELIVERABLES

- Bridge Layout
- TxDOT Schematic Roll Plot
- Cross Section Sheets
- Construction Cost Estimate

TASK 5. ENVIRONMENTAL ASSESSMENT

5.1 TxDOT Environmental Documentation

This scope includes preparation of technical documentation support for review by the TxDOT, to be prepared in accordance with the most recent guidance. It is assumed that the proposed project will be cleared as an Environmental Assessment (EA) with one public meeting. A contingency task for a public hearing is also included in this scope of services but will only be utilized if determined necessary.

5.2 Technical Reports and Scoping Documents

- Prepare the appropriate scoping documents according to the TxDOT guidelines and policy. TxDOT's Work Development Plan (WPD) 1 and WDP 2 document would be completed to determine which technical reports would be required for the proposed project.
- Environmental technical reports shall be produced. The State will determine which reports will be necessary for any given project. Environmental technical reports must be provided to the State with sufficient detail and clarity to support environmental determination(s).
- Environmental technical reports will include appropriate National Environmental Policy Act of 1969 (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports will include sufficient information to determine the significance of impacts. Anticipated technical reports are listed below:
    - Archeological Background Study
    - Archeological Survey and Report (See task 5.3)
    - Historical Project Coordination Request
    - Historic Resources Survey and Report (See task 5.3)
    - Air Quality MSAT Report
    - Traffic Noise Analysis and Model
    - Surface Waters Analysis Form
    - Species Analysis and BMP Form
    - Species Analysis Spreadsheet
    - Hazardous Materials Initial Site Assessment
    - Community Impacts Assessment
    - Indirect and Cumulative Impacts Analysis

- Public Involvement (See Special Services)

5.3 Archeological Survey and Report

- Fieldwork – The FNI team will shovel test every 100 m along undisturbed segments of the proposed route following the completion of the desktop evaluation. Additional shovel tests will be placed judgmentally along the portions of the existing road that are to be expanded. Survey standards will meet the minimum requirements adopted by the THC (Council of Texas Archeologists 2020). If additional archaeological sites are found during the survey, ARC is required to record them.
- Deliverables - FNI will produce a technical report that meets the standards adopted by the THC (Council of Texas Archeologists 2018) and presents a review of the natural environment and cultural history of the project area, a research design and methodology, and the results of our field investigations, along with conclusions and recommendations of our findings.
- Curation - Records and collected artifacts must be curated in perpetuity with an approved curatorial facility, to fulfill requirements in the TAP. A representative of the City of Killeen must sign the required curatorial paperwork. Though curation cannot be completed until the THC has approved the report, this task will not prevent FNI from proceeding with construction of the project. If any artifacts are collected on private land, they will be returned to the landowner at their request.

5.4 Historic Resources Survey and Report

- Reconnaissance Survey for Non-Archeological Historic-Age Resources

  - In consultation with the State, FNI shall determine the APE and the study limits of the survey area, conduct a literature review appropriate to the project area and its historic-age resources, and prepare a research design for a reconnaissance survey for non-archeological historic-age resources. The research design shall provide a succinct summary of the literature review results including known historic resources and results of public involvement tasks, clear descriptions of identification, evaluation and documentation tasks required, and associated budget figures and production schedules. FNI shall submit an electronic format copy of the research design to the State. The State assumes responsibility for transmitting the research design to the THC, as applicable under the PA-TU, and transmitting THC comments to the Technical Expert. FNI shall revise the research design to reflect comments by the State and THC.
  - FNI shall conduct a reconnaissance survey conforming to the methodology outlined in the THC- approved research design. The reconnaissance survey shall not be implemented without prior approval of the research design by the State and THC. In addition, prior to reconnaissance survey, the technical expert shall ensure that efforts have been made by the appropriate project officials to obtain right-of-entry (ROE) to properties in the study area that have the potential for historic properties if applicable. Each historic-age resource (defined in accordance with 36 CFR 60 as a building, structure, object, historic district or non-archeological site at least 50 years old at the time of letting) in the APE shall be documented in the following manner.

- FNI shall provide photographic documentation for each historic-age resource sufficient in number and perspective to satisfy THC documentation requirements. At a minimum this shall include an oblique view with the primary façade and the subject filling the frame. Properties listed or preliminarily determined eligible for the NRHP shall require additional photographs to be taken, including photographs that show the relationship between the historic resource and the proposed project area. Properties with more than one historic-age resource shall also require additional photographs.
- FNI shall produce an inventory of all resources, provided in a table form that details their project ID numbers, locations and addresses, property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.
- FNI shall provide a technical report detailing the results of the reconnaissance survey. In the report, FNI shall describe the findings of the reconnaissance survey, including preliminary assessments of direct, indirect and cumulative effects on historic properties, and make recommendations to the State for the need, if any, to conduct intensive survey efforts. The technical report shall have sufficient detail and clarity to provide THC with a basis for making determinations of NRHP eligibility without requiring submission of additional documentation or shall have sufficient detail and clarity to make recommendations concerning the scope of the intensive survey. The technical report should include an outline of the purpose and methodology of the project, a summary of the background history of project area, presenting historic contexts relevant to the time period associated with the historic-age resources in which to evaluate significance of resources for NRHP eligibility, and observations on patterns of settlement, development trends, resource distribution and analysis of survey data. All appropriate NEPA or federal regulatory language shall be included to provide sufficient clarity concerning eligibility determinations.

5.5 ASSUMPTIONS

- The project will meet the requirements of Section 404 Nationwide permit 14 without a PCN
- TxDOT EA level document
- The project will not require section 4(f)
- The project will not require Phase II testing or Phase III mitigation for cultural resources
- The project will not require the recording of more than one archaeological site.
- The project will not require more than 40 shovel tests.
- The proposed project would not result in an adverse effect to a historic property or State Archeological Landmark under the National Historic Presentation Act.

5.6 DELIVERABLES

- Environmental Assessment Technical Resource Reports

TASK 6. SUBSURFACE UTILITY ENGINEERING (SUE)

FNI will perform the SUE services required for this project in general conformance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are defined in cumulative order (least to greatest) as follows.

- Quality Level D: QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.
- Quality Level C: QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent or are not too expensive to repair or relocate.
- Quality Level B: QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating." The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. The proper selection and application of surface geophysical techniques for achieving QL-B data is critical. Information provided by QL-B can enable the accomplishment of preliminary engineering goals. Decisions regarding location of storm drainage systems, footers, foundations, and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.
- Quality Level A: QL-A, also known as "locating," is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material, and other characteristics of underground features.

To assist with the Schematic design phase, FNI will perform a SUE Level D and Level B investigation.

6.1 Level D SUE (Record Research):

- Perform this portion of the scope for all areas of the project: entire alignment from SH195 to Stillhouse Lake Road and proposed right of way
- Contact the municipalities, county, utilities, pipeline operators, Texas Railroad Commission to request information and study historical aerial images for indication of utility trenches and scars.

6.2 Level B SUE (Designating):

- Perform this portion of the scope from SH195 to East Trimmier Road along both existing and proposed optional alignments.
- Coordinate with Client to determine a work plan, schedule and permission to work on site. Client will provide Right of Entry and permits where needed.
- Use utility record information (gathered during Level D work above) to assist in designating field work.
- Designate means to record and mark the horizontal location of the existing toneable utility facilities using non-destructive surface geophysical techniques. Toneable utilities are typically utilities that are conductive or internally accessible with a traceable fish tape or sonde. Water and communication vaults can be investigated from above ground. Ground Penetrating Radar (GPR) will be used to investigate nonconductive lines where site conditions are suitable. Overhead utilities will be documented, but a full inventory of the utilities on each pole will not be undertaken.
- A non-water base paint, utilizing the APWA color code scheme, will be used on all surface markings of underground utilities.
- Use survey data to draft a color-coded composite utility facility plan showing utility type, quality levels, line sizes. Line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation.
- Clearly identify SUE Quality Levels in the file. All utilities that were discovered from prior record research but cannot be depicted in Quality Level B standards will be shown as Level C or D where appropriate. These utilities will have a unique line style and symbology in the deliverable

6.3 Utility Coordination

- Utility adjustment coordination includes utility coordination meetings with individual utility companies, communication and coordination with utilities, conflict assessment and analysis, and preparation of utility agreements, including reimbursable and non-reimbursable. All utility coordination activities will be in accordance with the City of Killeen and TxDOT Guidelines. There are ten (10) Utilities anticipated along the project corridor, including City of Killeen Water and Wastewater, City of Harker Heights Water and Wastewater, Bell County WCID No. 1 Water and wastewater, Central Texas Water Supply Corporation, Kempner Water Supply, Bartlett Electric Cooperative, Oncor Electric, Lumen (formerly CenturyLink), Charter/Spectrum and Atmos Energy. Utility adjustment coordination includes utility relocation verification, status reports and site visits. The scope of services for schematic phase is as follows:
  - Develop Utility Contact List. FNI will establish contact with existing Utility Companies within and adjacent to the Project and create a utility contact list. This list will be maintained throughout the project.
  - Schematic Conflict Assessment. FNI shall create a Schematic Utility conflict map overlaid on the schematic strip map, all correlated with the existing utility file created by SUE. FNI will create a conflict summary report to supplement the map.

- Conflict Mitigation Meetings. FNI will conduct up to four (4) meetings with individual utility owners to discuss anticipated impacts, estimated cost/relocation durations, and opportunities to optimize design to avoid utility conflicts.

6.4 ASSUMPTIONS

- Above ground geophysical techniques cannot guarantee to find all buried utility lines. This is particularly true with when GPR is being used in unfavorable conditions. Soil conditions may not be conducive to GPR use. As a result, its effectiveness in finding buried utilities can be limited.
- FNI team will perform subsurface utility engineering in accordance with ASCE 38/02 Standard Guidelines for the Collection and Depiction of Subsurface Utility Data. FNI team will exercise all reasonable and customary care in the performance of SUE services, realizing the safety of personnel and prevention of damage are the prime considerations in the detection and mapping of subsurface utility features. However, a possibility exists that some utilities may not be detected and/or mapped using standard SUE procedures previously described.
- While uncommon, utilities possessing characteristics mentioned below can be missed while using the standard SUE procedures:
  - Utilities buried excessively deep, beyond detection limits of standard locating equipment.
  - Abandoned utilities
  - Utilities with no apparent surface features and no records provided
  - Non-conductive utilities.
  - Utilities buried in soil unsuitable for GPR detection

6.5 DELIVERABLES

- Microstation CAD file of Level B and Level D SUE data
- Plan/plan sheets of the Level B and Level D SUE data

TASK 7. SURVEY

7.1 Aerial Lidar / imagery Collection & Mapping / 1’ Contour Mapping

- Aerial lidar data will be collected for a ~150ft wide corridor along the provided alignment via unmanned drone equipped with a Phoenix Recon XT scanner to develop 1’ contour mapping.
  - Surveyor will establish approximately five (5) primary control points, nineteen (19) secondary control points, and forty-three (43) aerial targets prior to the flight and perform the essential ground survey necessary to determine horizontal position and elevation off all ground control points.
  - All aerial survey data will be tied horizontally to the Texas State Plane Coordinate System of 1983 (NAD83, 2011) and vertically to NAVD88 (realized using Geoid12B).
  - CobbFendley will perform visible aboveground feature extraction (excluding trees and obscured areas), breakline extraction, and surface data extraction

at a grid interval of no more than 25-feet for a ~100ft wide corridor along the provided alignment as seen on the attached Exhibit.

- Aerial imagery collection will be performed via unmanned drone. FNI will fly at an altitude sufficient to acquire aerial imagery in coordination with the collected LiDAR data. The collected imagery will be calibrated and orthorectified to serve as background imagery and support planimetric features extraction within the provided scope limits.

7.2 Right-of-way Strip Map Category 2 Route Survey

- Apparent ROW strip map to assist in the Schematic Phase of the project.
- FNI will retrace the apparent right-of-way of Chaparral Road in the subject area. FNI will create a .DWG or .DGN Cad files as requested.
- FNI will show ownership names and parcel lines based on the current tax records. This information is publicly available and shall not be relied on as a Boundary Survey or Title Report.

7.3 Supplemental Category 6 Topographic Survey

- Additional topographic on the ground Survey.
  - FNI will locate visible improvements that will supplement items that were obscured during the aerial mapping.
  - FNI will establish additional control and check points to be used as QA/QC for 1' contour mapping.
  - The survey will include locating trees within the apparent right-of-way of Chaparral Road. For parcels determined to be probable "right-of-way acquisition tracts" where right-of-entry has been granted tree locations will be extended approximately 40' past the apparent right-of-way.
  - Subsurface evidence of utilities will be limited to QL-B SUE. No 811 locator calls will be conducted for this project.
  - Combining aerial and on the ground surveying to prepare mapping of 1' contours.
  - The deliverable shall be AutoCad or MicroStation digital files unless otherwise specified.

7.4 ASSUMPTIONS

- The Lidar Drone Survey will include Phase I & Phase II
- Field Survey and Boundary Design Survey is for Phase I (Only)

7.5 DELIVERABLES

- DTM data and supporting files including TIN, LandXML and one foot (1') contours.
- 2D planimetric map data as extracted from aerial lidar and imagery as Microstation DGN.
- Digital ortho-imagery

TASK 8. HYDROLOGICAL AND HYDRAULIC ANALYSIS

8.1 Hydraulic Analysis

- H&H adverse impact analysis, including flood mitigation
- Cross culvert/bridge hydraulic analysis and design
- Drainage report summarizing impact analysis and cross culvert/bridge needs per alternative

8.2 Pre-project Condition H&H Analysis – Results of this analysis will represent existing conditions and will be compared to the proposed condition to determine potential impact of project. Update effective HEC-HMS hydrologic models for:

- Rock Creek Tributary 1
- Trimmier Creek – Chaparral Creek will be a component of this model

8.3 Update rainfall data based on Atlas14, subdivide drainage areas at critical analysis points, develop other hydrologic parameters based on subdivided areas, and update effective HEC-HMS model to define pre-project conditions. Two land use scenarios will be evaluated per model. Existing land use conditions will be used to determine flood mitigation needs. Ultimate land use conditions will be used for sizing drainage infrastructure.

8.4 Update effective HEC-RAS hydraulic models for the following major crossings:

- Rock Creek
- Rock Creek Tributary 1
- Chaparral Creek (Trimmier Creek)

8.5 Update flows using ultimate land use conditions, cross sectional data using latest topographic data, and cross culverts using survey data.

8.6 Extend Trimmier Creek effective HEC-RAS model to connect the two studied portions through the project area. Update flows using ultimate land use conditions, cross sectional data using latest topographic data, and bridge geometry using survey data.

8.7 Evaluate capacity of up to twenty-five (25) existing minor cross culverts along Chaparral Road. Populate flows using the Rational Method and Atlas 14 rainfall data based on ultimate land use conditions. Evaluate capacity of existing cross culverts for criteria compliance

8.8 Perform Adverse Impact Analysis between pre-project and project conditions for the preferred alignment to verify peak discharge is increased by no more than 1% using existing land use conditions.

8.9 Update pre-project conditions hydrologic models developed for the preferred alignment based on ultimate land use conditions.

8.10 Size existing minor and major culvert crossings to meet design criteria. Culverts will be

sized such that the 100-yr headwater depth is less than 3” above crown of road or less than 3” above top of curb, whichever is lower.

- Size up to four (4) existing major crossings using discharge results
- Size up to one (1) new major crossing for each design option
- Size up to 25 existing minor crossings using peaks discharges
- Size up to six (6) new minor crossings for each design option. Populate peak discharges using the Rational Method based on ultimate land use conditions.

8.11 Mitigation Analysis - Evaluate and develop preliminary designs to mitigate any increase in peak discharge that exceeds 1%. This could include identifying potential detention locations inside ROW either above or below ground, and on offsite land for purchase by City of Killeen. Up to two scenarios will be evaluated at eight (8) locations for up to 16 scenarios. Preliminary design will include conceptual modeling of potential solutions, infrastructure sizing to eliminate adverse impact and schematic layout drawings.

8.12 Prepare a technical report summarizing task items above for the preferred alignment.

8.13 ASSUMPTIONS

- This scope of work assumes the effective hydrologic models were developed in HEC-HMS and workmaps identifying drainage area locations are available. If an alternate software was used or workmaps are not available, additional updates might be an additional service.

8.14 DELIVERABLES

- Technical Drainage Report

TASK 9. Traffic Engineering

The objective of the traffic study is to evaluate the major intersections along Chaparral Road between SH 195 and FM 3481 in Killeen, TX, to assess the anticipated operation for a traffic signal versus a roundabout. The preliminary traffic analysis will guide the design team to determine the appropriate roadway typical sections for the ultimate and phased design of the project.

FNI will perform the traffic analysis for four (4) intersections (W. Trimmier Rd., Featherline Rd., Chaparral Rd. at high school, and E. Trimmier Rd). The study will include a traffic signal warrant analysis at the intersection of Chaparral Rd at FM 3481.

9.1 Data Collection and Review

Gather Existing Data: Perform desktop review of the corridor and the study area and assemble data necessary for subsequent traffic analyses to include.

- Existing roadway network, adjacent land use, traffic access, and circulation.
- Existing roadway and intersection geometry and type of existing intersection traffic

control within the study area.

- City Master Throughfare Plan and Future Land Use to gather information on planned thoroughfares in the study area and potential future development.
- The Site plan for the proposed Junior High School along Chaparral Road. In addition, site plans, development programs, and land use densities for any other uses planned within the study area. The City will help identify and define level and intensity of any proposed development, and planned roadway improvements including implementation timeline.

Collect Traffic Counts: Collect current traffic count data necessary for operational analyses to include:

- 24-Hour intersection turning movement counts (TMC) at the following five (5) locations within the study area. FNI will engage Gram Traffic Counting, Inc. to collect necessary traffic data within the study area. Traffic counts will be collected on a Tuesday, Wednesday, or Thursday while schools are in session.

    - Chaparral Road @ W. Trimmier Rd
    - Chaparral Road @ W. Featherline Rd
    - Chaparral Road @ High School
    - Chaparral Road @ E. Trimmier Rd
    - Chaparral Road @ FM 3481

- Collect historic traffic volume count information as available from the City, and TXDOT to supplement newly collected data.
- Review and summarize the traffic count data for input into the study analysis.

9.2 Perform Traffic Operational Analysis

- **Develop Traffic Volumes for Analysis:** Estimates of opening year 2027 and design year 2047 traffic volumes for peak hours will be developed for the study intersections based on the following methodology and in consultation with City staff.
    - **Trips from New Development:** Estimate trips from the proposed Junior high School and other future development along the study corridor. Trips would be estimated utilizing the 11th Edition of the ITE Trip Generation Manual. Estimate trip distribution and assign the trips to the study area network.
    - **Background Trips:** A forecast of non-development site related traffic volumes that can be expected to exist on the area roadway system within the study area for the opening year and design year will be developed. These traffic projections will be based on existing traffic volumes and historic/projected annual growth rates.
    - **Total Analysis Volumes:** Site generated trips will be combined with the background trips to obtain total traffic for future year traffic analysis.
    - Prepare stick diagrams showing current and projected volumes for the intersections.

- **Traffic Operations Analysis of Future Conditions:** Develop AM and PM peak hour traffic operational analysis model for the Opening year and design year conditions to

evaluate delay and LOS for the four study intersections, using the methods Highway Capacity Manual (latest edition). The evaluation would compare the operations under the traditional signalized intersection versus a modern roundabout configuration. Additional evaluation parameters such as queue lengths will be used as applicable. The LOS results will be compiled into a tabular format and reviewed with City staff.

- **Identify and Recommend Intersection Configurations:** Based on the findings of the operational analysis and identified impacts, and input from the City and project stakeholders, recommendations will be developed for the intersection configurations.
- **Signal Warrant Analysis:** Analyze the intersection traffic count data to determine if the intersection of Chaparral Road at FM 3481 meets the traffic signal warrants based on volumes (Warrant 1, 2 & 3) as set forth in the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Warrant analysis would be based on the opening year traffic and proposed lane geometry conditions at the intersection. Document the findings in a technical memorandum along with the supporting documentation.

9.3 Prepare Technical Memorandum

- **Draft Technical Memorandum:** Prepare a draft technical memorandum documenting the data, analysis, findings, and recommendations of the study and submit to the City of review and comment. The City will provide one consolidated set of City Staff review comments. The draft memorandum will be submitted in electronic PDF format.
- **Final Technical Memorandum:** Prepare a final technical memorandum (PDF format) addressing the draft review comments and submit to the City.

9.4 ASSUMPTIONS

- All deliverables will be provided in an electronic format via email.
- All analysis will be performed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), the Highway Capacity Manual (HCM), Institute of Transportation Engineers (ITE) Trip Generation Manual, City of Killeen Guidelines, City of Killeen Standards, TxDOT Guidelines, and TxDOT Standards.

9.5 DELIVERABLES

- Technical Memorandum

TASK 10. Public Outreach

10.1 Public Engagement Planning

- Public engagement kickoff meeting
- Public engagement planning coordination meetings with the City

10.2 Public Engagement

- Develop Public Involvement Plan
- Prepare Database list for key stakeholders and property owners
- Conduct up to 4 stakeholder workshop meetings

- Setup and meeting with property owners (20 Virtual Meetings)
- Stakeholder Communication project updates
- Prepare project website
- Prepare project communication exhibits and materials

10.3 Public Meeting No. 1

- Plan, coordinate, execute, and conduct Public Involvement to consist of one (1) Open House/Public Meeting during the feasibility/schematic stage of the project. FNI shall execute the logistics with selecting and securing the Open House Public Meeting site with the City. FNI shall identify local media publications and prepare all State-approved Public Meeting notices and individual notices of same per the Project Mailing List. The City shall publish and pay for legal notices in local media publications and individual project mailers. FNI will prepare sign-in sheets, comment sheets, a power point presentation, and other materials for an Open House Public Meeting as necessary, as well as provide informed, affable personnel to support the Open House Public Meeting. FNI shall compile comments received at the Open House Public Meeting and document the same in the form of an Open House Public Meeting Summary and prepare written responses to Public Meeting comments. All public involvement shall abide by 43 TAC 11.80-11.90, CFR Title 23, Part 771 and the STATE's Environmental Manual. Public involvement deliverables are anticipated to include:
    - PowerPoint presentation, meeting agendas, technical handouts, meeting minutes with local, state, and federal agencies and officials.
    - FNI shall prepare project updates to be included on TxDOT's website.
    - Technical handouts for the public meeting. FNI shall provide printed hardcopies as well as digital files (Microsoft word and pdf) format.
    - Exhibits/displays for the public meeting.
    - Summary of the public meeting. Information should include, but is not limited to, number of people attending, handouts, summary of verbal input, summary of written input, and written responses to verbal and written comments for the public meeting. Electronic copies of the summaries for the public meetings shall be provided via email.

10.4 Public Meeting no. 2 or Public Hearing

- FNI shall plan, coordinate, execute and conduct one (1) Public Hearing. FNI shall execute the logistics with selecting and securing the Public Hearing site with the City. FNI shall identify local media publications and prepare all State-approved Public Hearing notices and individual notices of same per the Project Mailing List. The City shall publish and pay for legal notices in local media publications and individual project mailers. FNI shall prepare sign-in sheets, comment sheets, power point presentation, and other materials for the Public Hearing as necessary, as well as provide informed, affable personnel to support the Public Hearing. FNI shall compile comments received at the Public Hearing and document the same in the form of a Public Hearing Summary and prepare written responses to Public Hearing comments. The City shall provide a court-reporter transcript for the Public Hearing. All public

involvement shall abide by 43 TAC 11.80-11.90, CFR Title 23, Part 771 and the STATE's Environmental Manual. Public involvement deliverables are anticipated to include:

- PowerPoint presentation, meeting agendas, technical handouts, meeting minutes with local, state, and federal agencies and officials. FNI shall provide hard copies for these meetings and electronic versions in MS Word and PDF format.
- FNI shall prepare project updates to be included on TxDOT's website. These updates shall include information on the status of the project, project schedule, the scheduled public hearing, .pdf files showing the proposed meeting, and contact information. These updates shall be in MS Word document format or Adobe .pdf format as appropriate for the type of file included. Provision, establishment of domain, and maintenance of a project website is not included in this proposal.
- Technical handouts for the public hearing. FNI shall provide printed hardcopies as well as digital files (Microsoft word and pdf) format.
- Exhibits/displays for the public hearing.
- PowerPoint presentation for the public hearing along with script.
- Summary and Analysis for public hearing. Information should include, but is not limited to, number of people attending, handouts, summary of verbal input, summary of written input, and written responses to verbal and written comments for the public hearing. Electronic copies of the summaries for the public meetings and hearing shall be provided via email.

ADDITIONAL SERVICES: Additional Services to be performed by FNI, which are not included in the above basic and special services are described as follows:

1. Field layouts or the furnishing of construction line and grade surveys.
2. Preliminary and Final Design Plans, Specifications and Estimates (PS&E)
3. Field Survey and Boundary Survey for Phase II (E. Trimmier to FM 3481)
4. GIS mapping services or assistance with these services.
5. Geotechnical Investigation and Pavement Design Services
6. Level A SUE for the entire project Phase I & II (SH 195 to FM 3481)
7. Level B SUE for Phase II (E. Trimmier to FM 3481)
8. Right-of-way and Easement Documents
9. Right-of-way Acquisition Services
10. Final Bridge and Retaining Wall Design
11. Lighting Study and Illumination Design
12. Traffic Signals and Pedestrian hybrid beacon final design
13. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
14. Bid Phase Services
15. Furnishing the services of a full-time Resident Project Representative to act as OWNER's on-site representative during the Construction Phase.
16. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

17. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
18. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
19. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
20. Services required to resolve bid protests or to rebid the projects for any reason.
21. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
22. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
23. Visits to the site in excess of the number of trips included in basic and special services for periodic site visits, coordination meetings, or contract completion activities.
24. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
25. Providing services after the completion of the construction phase not specifically listed in the scope of services.
26. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
27. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
28. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
29. Provide follow-up professional services during Contractor's warranty period.
30. Scour analysis.
31. LOMR, CLOMR or other FEMA coordination
32. Appearances before regulatory agencies.
33. Waters of the U.S. delineation report submittal to the USACE
34. Nationwide permit pre-construction notification (PCN) submittal to the USACE
35. NEPA Environmental Impact Statement (EIS)
36. USFWS Section 7 Consultation
37. Section 4(f)/6(f) Determination
38. Presence/Absence Survey for State or Federally Listed Threatened or Endangered Species
39. Compensatory mitigation plan for waters of the US
40. Section 404 Individual Permit Application
41. Phase II/III ESA
42. Tree Survey and Mitigation
43. Stream and Wetland Condition Assessment
44. Noise workshop

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services within 525 calendar days after receiving authorization to proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Exhibit B of the original Contract. Delays caused by FNI will not be subject to this adjustment in compensation.

RESPONSIBILITIES OF OWNER: Owner shall perform the following in addition to the responsibilities from the original contract in a timely manner so as not to delay the services of FNI:

1. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
2. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing 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 C**, consisting of 2 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____

Initial:
OWNER _____
ENGINEER _____

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services Having A Determined Scope*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase, services, if any, as follows:

1. Progress payments in the amount of $1,485,240.00 based on the following assumed distribution of compensation:

a.	Design Management	$97,020.00
b.	Alignment Study	$32,900.00
c.	Funding Application	$85,290.00
d.	Schematic Design	$363,890.00
e.	Environmental Assessment	$214,370.00
f.	Subsurface Utility Engineering	$141,050.00
g.	Survey	$212,870.00
h.	Hydrologic and Hydraulic Analysis	$183,980.00
i.	Traffic Analysis	$49,810.00
j.	Public Outreach	$104,060.00
	Total	$1,485,240.00

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total amount unless approved in writing by the OWNER.

3. The amount includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period.

5. If more prime contracts are awarded for work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount to be negotiated; however, in no case shall the amount of compensation exceed eighteen percent (18%) of the Project's estimated construction costs for all Basic Services for each prime contract added.

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of One Million Four Hundred Eighty Five Thousand Two Hundred Forty Dollars ($1,485,240).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

	Hourly Rate	
Position	**Min**	**Max**
Professional 1	79	138
Professional 2	103	161
Professional 3	99	226
Professional 4	155	235
Professional 5	185	330
Professional 6	200	390
Construction Manager 1	98	127
Construction Manager 2	85	163
Construction Manager 3	125	154
Construction Manager 4	146	200
CAD Technician/Designer 1	65	136
CAD Technician/Designer 2	106	158
CAD Technician/Designer 3	138	200
Corporate Project Support 1	54	110
Corporate Project Support 2	70	175
Corporate Project Support 3	111	262
Intern / Coop	47	80

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)		$75
Pressure Data Logger (each)		$100
Water Quality Meter (per day)		$100
Microscope (each)		$150
Pressure Recorder (per day)		$200
Ultrasonic Thickness Guage (per day)		$275
Coating Inspection Kit (per day)		$275
Flushing / Cfactor (each)		$500
Backpack Electrofisher (each)		$1,000
	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2022.

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

Initial:
OWNER _____
ENGINEER _____

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

.

"NOT APPLICABLE"

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

Initial:
OWNER _____
ENGINEER _____

NOTICE OF ACCEPTABILITY OF WORK

"NOT APPLICABLE"

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

Initial:
OWNER _____
ENGINEER _____

Construction Cost Limit

"NOT APPLICABLE"

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

Initial:
OWNER _____
ENGINEER _____

Insurance

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

G6.05 *Insurance*

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

1. By ENGINEER:

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

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

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

Initial:
OWNER _____
ENGINEER _____

Special Provisions

"NOT APPLICABLE"

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

Initial:
OWNER_____
ENGINEER_____

DBE Goal

"NOT APPLICABLE"

DocuSign Envelope ID: B05E2F8F-651A-4A9A-8912-6500D0D8F318

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.

DocuSigned by:
Chris Bosco
Signature

Freese and Nichols, Inc.
Company Name

Chris Bosco
Printed Name

Principal
Title

9/8/2022
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-922250

Date Filed:
08/15/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Freese and Nichols, Inc.
Fort Worth, 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.
Contract
Chaparral Road project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pence, Bob	Fort Worth, TX United States	X	
Coltharp, Brian	Fort Worth, TX United States	X	
Archer, Charles	Raleigh, NC United States	X	
Greer, Alan	Fort Worth, TX United States	X	
Hatley, Tricia	Oklahoma City, OK United States	X	
Johnson, Kevin	Dallas, TX United States	X	
Payne, Jeff	Fort Worth, TX United States	X	
Reedy, Mike	Houston, TX United States	X	
Wolfhope, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Stephanie Stephenson, and my date of birth is July 19, 1977.

My address is 801 Cherry Street, Suite 2800 (street), Fort Worth (city), TX (state), 76102 (zip code), US (country).

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

Executed in Tarrant County, State of Texas, on the 15 day of August (month), 20 22 (year).

Stephanie Stephenson
Signature of authorized agent of contracting business entity
(Declarant)

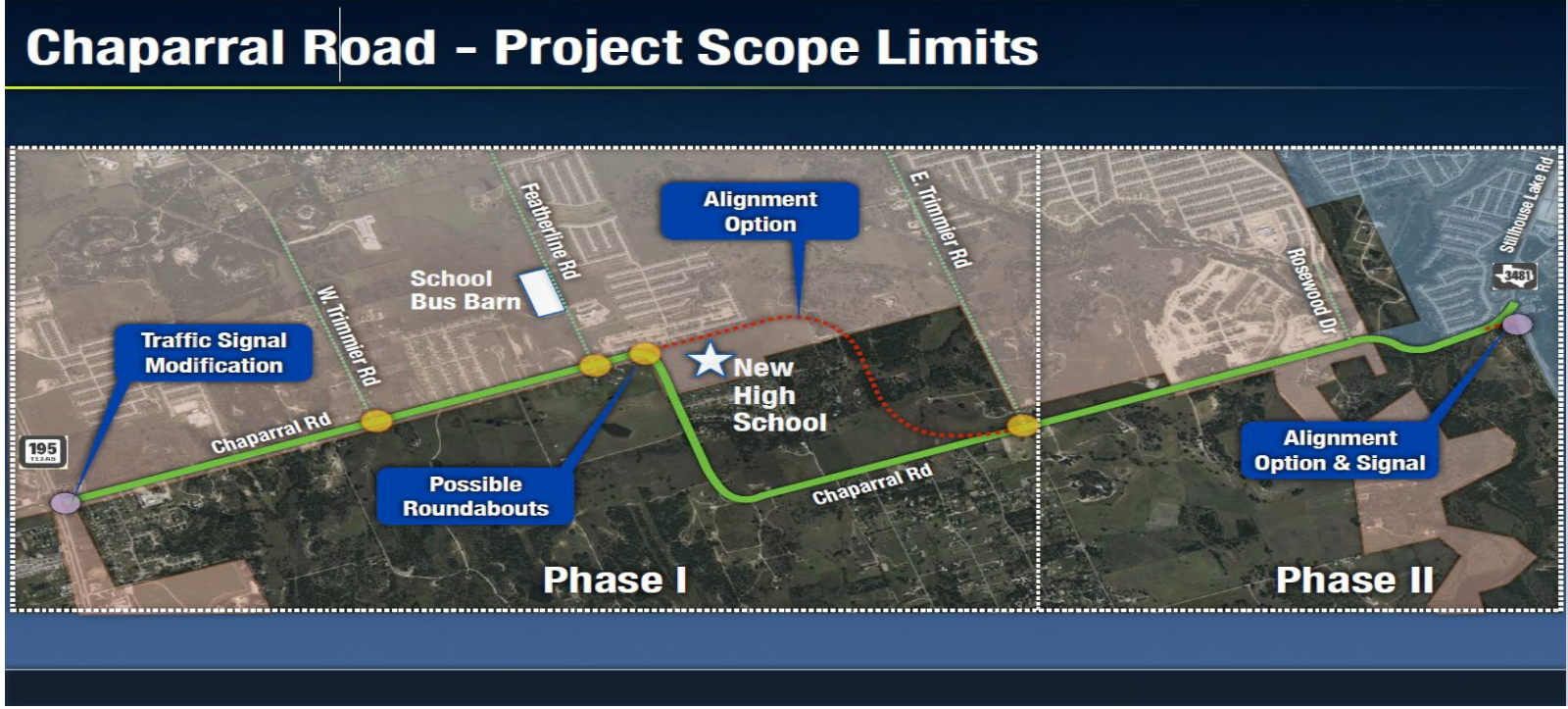
CHAPARRAL ROAD WIDENING DESIGN CONTRACT REQUEST

RS-22-141

October 4, 2022

Background

- FY 2023 Capital Improvement Plan includes the design of Chaparral Road Widening
- November 2020, interviews of consultants with Bell County, City of Killeen, City of Harker Heights
  - Consultants included Kimley Horn, Halff and Associates and Freese and Nichols
- Freese and Nichols was selected as the consultant for the Chaparral Road Widening Project by the Committee
- Proposed Contract for Phase I Engineering Design $1,485,240.00



3

Chaparral Road Widening Project Scope Limits

Hwy 195 to TX 3481

Design Scope

- Review Three Proposed Alignments
- Environmental and Geotechnical Investigations
- Surveying
- Drainage Analysis
- Traffic Analysis
- Public Outreach
- Grant Applications (3)

Alternatives Considered

The City Council has two (2) alternatives. The Council may:

- Delay the design of the Chaparral Road Widening Project
- Authorize a Professional Services Agreement with Freese and Nichols for the design of the Chaparral Road Widening Project

Recommendation

- Staff recommends that the City Council authorize a Professional Service Agreement with Freese and Nichols for the design of the Chaparral Road Widening Project.

City of Killeen

Staff Report

File Number: RS-22-142

1	City Council Workshop	10/04/2022	Reviewed and Referred	City Council	10/18/2022

DATE: **October 4, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Heather Buller, Recreation Services Interim Executive Director**

SUBJECT: **Contract Award Bid #22-37 AA Lane Park Playscape and Shade Structure with Tile Surface**

BACKGROUND AND FINDINGS:

During the FY2021/Program Year 2020-21 budget process Recreation Services was allocated $753,190.67 of Community Development Block Grant (CDBG) (Ord. 20-047) funds to be used for improvements to AA Lane Park located at 400 S. 48th Street. Impacts from the Coronavirus have put this project bidding on hold until August 14, 2022, when the project bidding process was advertised for bid. The element of installation for the new playground includes a shade structure over a new playscape with a tile surface which will include subgrade preparation, base course, play equipment, shade structure, and tile surface installation. This new installation will meet all requirements of the Americans with Disabilities Act, as amended (ADA). This project includes principles of a "Complete Park System": shade and amenities. In addition, this project aligns with Parks Master Plan - Park Improvements; action number PI20 "Continue the incremental investment to improve AA Lane Park"

The project was advertised in the Killeen Daily Herald, Negometrix, Demand Star/City Bids page, State Business Daily, and the bid notice was sent to the Central Texas Chapter of Associated General Contractors (Centex AGC); the AMTEK Information Services (Amtekusa); Bidders' Resource Inc; Construction Software Technologies, Inc. (iSqFt); and Virtual Builders Exchange, LLC (BXTX), on August 14 and 21, 2022. Bidders were to bid one lump sum for project as specified.

A pre-bid meeting was held at the project site on Tuesday, August 23, 2022, with four (4) bidders attending. One (1) Addenda was issued, and bids were due by 2:00 p.m. August 31, 2022. The bid opening was held at 2:15 p.m. via Zoom meeting platform; there were five (5) attendees consisting of City staff from Purchasing and Community Development, HCS, Inc., Amtek Austin, and Sara Gaspar.

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

Bidder Name Bid Amount

Heartland Park & Recreation LLC.	$140,178.00
HCS Inc. Commercial General Contractor	$263,200.00

One bid received is within the available estimated project of $145,000.00 for this portion of the AA Lane Park improvements: Heartland Park & Recreation, LLC of White Oak, Texas.

THE ALTERNATIVES CONSIDERED:

Option 1 - Award the bid to the lowest responsible bidder from bids submitted.

Option 2 - Do not accept any of the bids and continue seeking qualified bidders.

Which alternative is recommended? Why?

Award the bid to the lowest responsible bidder, Heartland Park & Recreation, LLC to allow for completion of the AA Lane Park Playscape and Shade Structure with Tile Surface.

CONFORMITY TO CITY POLICY:

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

FINANCIAL IMPACT:

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

The fiscal impact is limited to the available amount of CDBG funding from FY2021 (CDBG Program Year 2020-2021) and will be expensed during Fiscal Year 2023. No future financial impact.

Is this a one-time or recurring expenditure?

This will be a one-time expense.

Is this expenditure budgeted?

Yes, funds are available in the Community Development Block Grant Fund account 228-3250-426.50-86 under Project Code 17C022 $393.20 and Project Code 19C022 $139,784.80 with remaining balance for the next portion to complete the Park Improvements at AA Lane Park.

If not, where will the money come from?

N/A

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

Yes. This total expenditure will require $140,178.00 provided by Killeen Community Development Block Grant (CDBG). Each project payment will be paid proportionately to the total amount of

funding invested, e.g., 100% CDBG until all funds are expended on project completion.

RECOMMENDATION:

Award Bid #22-37 to Heartland Park & Recreation, LLC of White Oak, Texas in the amount of $140,178.00 for the AA Lane Park improvements from FY2021/PY 2020-21 CDBG funds with payments made to the contractor proportionately to the amount of funding invested and authorize the City Manager or designee to execute change orders in the amount allowed by state and local law.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance

ATTACHED SUPPORTING DOCUMENTS:

Bid Tab
Agreement
Certificate of Interested Parties

CITY OF KILLEEN, TEXAS
Bid Number **22-37**
Bid Name **AA Lane Park Playscape, Shade Structure with Tile Surface**
BIDS Due: 8/31/22 2:00 PM **BIDS OPENED: 8/31/22 2:15 PM**

	Bidder Name	City	State	Amount Bid	Conditions, if any
1	Heartland Park and Recreation LLC			$ 140,178.00	NA
2	HCS Inc. Commercial General Contractor			$ 263,200.00	NA

Lorianne Luciano

Digitally signed by Lorianne Luciano
Date: 2022.08.31 14:31:03 -05'00'

PURCHASING

Aug 31, 2022

COMMUNITY DEVELOPMENT

AGREEMENT

made as of the _____ day of _____ in the year of _____, AD.

BETWEEN the Owners:	CITY OF KILLEEN 101 N. College Street (76541) P.O. Box 1329 Killeen, Texas 76540-1329 Attn.: City Manager Tel: 254-501-7847 EMAIL: LHINKLE@KILLEENTEXAS.GOV RECREATION SERVICES DEPARTMENT Attn: HEATHER, BULLER, RECREATION SERVICES INTERIM EXECUTIVE DIRECTOR Tel: 254-501-8841 EMAIL: HBULLER@KILLEENTEXAS.GOV
and the Contractor:	Heartland Park & Recreation, LLC 111 Blaine Trail Longview, TX, 75605 PO BOX 505 White Oak, Texas, 75693 Attn: Sean Michael Spenser, PRESIDENT Tel: 903-297-6624 EMAIL: JANA@HEARTLANDPLAY.COM
The Project is:	AA LANE PARK PLAYSCAPE AND SHADE STRUCTURE WITH TILE SURFACE #20.07-1 400 48TH STREET, KILLEEN, TX 76543
Contracting Officer:	LESLIE K. HINKLE, EXECUTIVE DIRECTOR OF COMMUNITY DEVELOPMENT Tel: 254-501-7847 Email: LHINKLE@KILLEENTEXAS.GOV
Architect/Engineer:	NONE
Project Shop Drawings by:	NONE

The Owner and Contractor agree as set forth below:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Terms, Conditions (General and Supplementary), and Requirements of Federally funded Community Development Division Projects, Drawings, Specifications, Bidding Terms, Conditions and Requirements, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. Contractor must submit Certificates of Insurance, and Payment and Performance Bonds in the amounts required under the Bidding Terms, Conditions, and Requirements for Federally Funded Community Development Division Projects, Special Conditions for Community Development Division Contracts and General Conditions of the Contract for Construction-Community Development Block Grant and Home Investment Partnerships Act Programs

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 25 of the General Conditions of the Contract for Construction is measured, and shall be the date indicated in a notice to proceed to be issued by the Owners.

Work to commence upon issuance of Notice to Proceed.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than **eighty five (85) days after commencement with completion expected not later than ninety five (95) days after commencement**, subject to adjustments of this Contract Time as provided in the Contract Documents.

There will be a liquidated damage charge to the Contractor of $300 per calendar day for each day the project is not completed beyond the above stated limit.

ARTICLE 4
CONTRACT SUM

4.1 The Owners shall pay the Contractor in current funds for the Contractor's performance of the Contract for the Contract Sum of **ONE HUNDRED FOURTY THOUSAND, ONE HUNDRED SEVENTY EIGHT DOLLARS AND NO/100, ($140,178.00)** dollars, subject to the following funding sources listed below and to additions and deductions as provided in the Contract Documents.

4.1a Financial obligations associated with the Contract Sum are limited to the following dollar amount and source of funds: **FY2021/PY 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), $140,178.00.**

4.2 The Contract Sum is based upon the following alternatives, if any, which are described in the Contract Documents and are hereby accepted by the Owners: **Acceptance and approval of bidder's submission for the Written Bid Amount according the project Specifications.**

Lump Sum Price, if any, is as follows: ONE HUNDRED FOURTY THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS AND NO/100, ($140,178.00).

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Owners or Owner Representative by the Contractor and Certificates of Payment issued by the Owner or Owner Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and in accordance with paragraph 27 of the General Conditions of the Contract for Construction.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.3 The Owner shall make payments to the Contractor within thirty (30) days of receipt of Application.

5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owners may require. This Schedule, unless objected to by the Owners, shall be used as a basis for reviewing the Contractor's Application for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total

Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **ten percent (10%).** Pending final determination of cost to the Owner of approved changes in the Work, amounts not in dispute and authorized may be included if the Contract Sum has been adjusted by a Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitable stored off the site at location agreed upon in writing), less retainage of **ten percent** (**10%**);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate of Payment as provided in Paragraph 27 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to **Ninety-five (95%)** percent of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Paragraph 27 of the General Conditions of the Contract for Construction.

5.8 Reduction or limitation of retainage, if any, shall be as follows: **NONE**

ARTICLE 6
FINAL PAYMENT

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Paragraph 20 of the General Conditions of the Contract for Construction, and (2) Appropriate payroll documents must have been submitted and obligations must have been met, and satisfactory evidence to include either a "Release of Mechanic's and Materialman's Lien" or an "Affidavit of Payment of Debts and Claims" from subcontractor(s) or supplier(s), and (3) to satisfy other requirements, if any, which necessarily survive final payment; and (4) a final Certificate of Payment has been issued by the Owner or Owner Representative; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate of Payment.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due, to contractor, at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions, attached hereto and incorporated by reference for all purposes, which are directly attributed to this contract, the Contractor will comply with:

a. applicable sections of the General Conditions of the Contract for Construction Community Development Block Grant and Home Investment Partnerships Act Program;
b. the award of subcontracts to small business firms, minority firms, women's business enterprises and labor surplus area firms, whenever possible;
c. certification regarding debarment, suspension and other responsibility matters;
d. submitted Affirmative Action Plan
e. Contractor will not engage in business concerns for construction, other services, supplies, materials or equipment, with any company/companies having operations or contracts or are participating in scrutinized business operations with Iran, Sudan or a foreign terrorist organization as defined in Government Code Sections 807.001(10) and 2270.001(9) or may be identified on a list maintained by the Texas Comptroller's office under Government Code Sections 807.051, 2252.153 or 2270.0201.
f. Contractor will not boycott Israel, as defined in Texas Government Code section 808.001 meaning; refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ARTICLE 8
DEFAULT

8.1 Whenever Contractor or Owner shall fail to keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this contract and Contractor or Owner shall fail to commence and take such steps as are necessary to remedy the same within ten (10) days after Contractor or Owner shall have been given a written notice specifying the same, Contractor or Owner may pursue their respective rights and remedies provided under law.

ARTICLE 9
TERMINATION OR SUSPENSION

9.1 The Contract may be terminated by the Owner or the Contractor as provided in Paragraph 34 of the General Conditions of the Contract for Construction.

9.1.2 Owner may terminate the contract for cause for Contractor's failure to perform work, non-adherence to established federal, state and/or local laws, or a violation of any of the contract

provisions. Upon written termination, Owner may exclude Contractor from the Project site and pursue any remedies available to him.

9.2 The Work may be suspended by the Owner as provided in Paragraph 30 of the General Conditions of the Contract for Construction.

ARTICLE 10
ENUMERATION OF CONTRACT DOCUMENTS

10.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

LIST OF CONTRACT DOCUMENTS (may vary, as applicable)
Invitation and Advertisement for Proposals
Addendum #1 dated August 25, 2022
Conditions of the Contract
- **Bidding Terms, Conditions, and Requirements for Federally Funded Community Development Division Projects**
- **Special Conditions for Community Development Division Contracts**
- **General Conditions of the Contract for Construction-Community Development Block Grant and Home Investment Partnerships Act Programs**

Bid Forms
- **Bidder Check List**
- **Receipt and Acknowledgement of Contract Conditions**
- **Bid Proposal Form-Unit Price Contract**
- **Certificate of Corporate Resolution**
- **Texas Workers' Compensation Insurance Coverage**
- **Section 3 Employment Opportunities Clause**
- **Contractor Certification for Subcontracting with Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms**
- **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**
- **Wage Scale: General Decision#: (General Decision Number)**

10.1.2 Construction specifications:
Applicable specifications associated with PROJECT NAME, PROJECT NUMBER at the applicable geographic location; LIST ALL SPECIFICATIONS SECTIONS.

10.1.3 Other documents, if any, forming part of the Contract Documents are as follows: **AS APPLICABLE**

ARTICLE 11
GOVERNANCE FOR LITIGATION PURPOSES

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

IN WITNESS WHEREOF, the parties to these presents have executed two (2) originals of this contract, one original to be maintained by the City of Killeen and one original to be maintained by the CONTRACTOR, in the year and day first above mentioned.

OWNERS	CONTRACTOR
_____	_____
KENT CAGLE, CITY MANAGER	CONTRACTOR PRESIDENT NAME
	HEARTLAND PARK &
City of Killeen	RECREATION, LLC
Killeen, Texas	White Oak, Texas
_____	_____
(Date)	*(Date)*

ATTEST

_____
(Signature)

CONTRACTOR'S ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, A Notary Public, on this day personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purpose of and consideration herein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, _____.

_____
Notary Public, in and for the State of Texas

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

Sean Spencer
Printed Name

9-2-2022
Date

Heartland Park and Recreation, LLC
Company Name

General Manager
Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-930317

Date Filed:
09/06/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Heartland Park and Recreation, LLC
Longview, 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.
TBD
Park and Recreation Construction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sean Spencer	Longview, TX	✓	

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

6 UNSWORN DECLARATION

My name is Sean Spencer, and my date of birth is 10/22/1977.

My address is 1802 N. White Oak Rd (street), White Oak (city), TX (state), 75693 (zip code), _____ (country).

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

Executed in Gregg County, State of Texas, on the 16 day of September (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AWARD BID #22-37 AA LANE PARK IMPROVEMENTS-CDBG PROJECT #20.07-1

Background

- Recreation Services received an allocation of CDBG funds during the regular budget process for FY 2021/PY2020-21
- Project involves park playground improvements at AA Lane Neighborhood Park
- Bid was advertised on August 14 and 21, 2022 in accordance with HUD and City of Killeen procurement requirements
- Pre-Bid meeting was held August 23, 2022, at the project site
- Bids were opened August 31, 2022

Available Funding, Bids Received

- Project cost estimate was $145,000.00, based on historical cost comparisons. After advertising costs of $249.40 a total of $144,750.60 remains for the CDBG
- Requirements of bidder – submit a lump sum bid amount for project
- 2 bids received-HCS General Contractor, Inc. and Heartland Park & Recreation, LLC

AA Lane Park Improvement Project

- New ADA compliant playground element
- New tile surface installation
- New shade structure
- Principles of a “Complete Park System”: shade and amenities
- Aligns with Parks Master Plan – Park Improvements; PI20 “Continue the incremental investment to improve AA Lane Park”

AA Lane Park Improvements

Alternatives

- Do not award the bid related to the project
- Award the bid to the lowest responsible bidder - Heartland Park & Recreation, LLC in the amount of $140,178.00

Recommendation

- Recommend awarding the bid to bidder, Heartland Park & Recreation, LLC the amount of $140,178.00+ any required change orders allowed within limits set by law.

City of Killeen

Staff Report

File Number: RS-22-143

1	City Council Workshop	10/04/2022	Reviewed and Referred	City Council	10/18/2022

DATE: **October 4, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Heather Buller, Recreation Services Interim Executive Director**

SUBJECT: **Award Bid #22-40 Conder Park Playscape and Shade Structure with Tile Surface**

BACKGROUND AND FINDINGS:

During the FY2021/ Program Year 2020-21 budget process, Recreation Services was allocated $753,190.67 of Community Development Block Grant (CDBG) (Ord. 20-047) funds to be used for improvements to Conder Park located at 810 Conder Street. Impacts from the Coronavirus have put this project bidding on hold until August 14, 2022, when the project bidding process was advertised for bid. The element of installation for the new playground includes a shade structure over a new playscape with a tile surface which will include subgrade preparation, base course, play equipment, shade structure, and tile surface installation. This new installation will meet all requirements of the Americans with Disabilities Act, as amended (ADA).

The project was advertised in the Killeen Daily Herald, Negometrix, Demand Star/City Bids page, State Business Daily, and the bid notice was sent to the Central Texas Chapter of Associated General Contractors (Centex AGC); the AMTEK Information Services (Amtekusa); Bidders' Resource Inc; Construction Software Technologies, Inc. (iSqFt); and Virtual Builders Exchange, LLC (BXTX), on August 14 and 21, 2022. Bidders were to bid one lump sum for project as specified.

A pre-bid meeting was held at the project site on Tuesday, August 23, 2022, with three (3) bidders attending. Two (2) Addenda were issued, and bids were due by 2:00 p.m. September 6, 2022. The bid opening was held at 2:15 p.m. via Zoom meeting platform; there were five (5) attendees consisting of City Staff from Purchasing and Community Development, HCS, Inc. and Heartland Park & Recreation, LLC.

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

Bidder Name	City	State	Amount bid	Conditions, if any
Heartland Park & Recreation, LLC	White Oak	TX	$327,569	NA
HSC Inc. Commercial General Contractor	Waco	TX	$382,500	NA

One bid received is within the available estimated project budget for this portion of the Conder Park improvements: Heartland Park & Recreation, LLC of White Oak, Texas.

THE ALTERNATIVES CONSIDERED:

1. Do not accept any bids.
2. Award the bid to the lowest responsible bidder from bids submitted.

Which alternative is recommended? Why?

Alternative 2 is recommended, award the bid to the lowest responsible bidder, Heartland Park & Recreation, LLC, to allow for completion of the Conder Park Playscape and Shade Structure with Tile Surface.

CONFORMITY TO CITY POLICY:

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

FINANCIAL IMPACT:

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

The fiscal impact is limited to the available amount of CDBG funding from FY2021 (CDBG Program Year 2020-2021) and will be expensed during Fiscal Year 2023. No future financial impact.

Is this a one-time or recurring expenditure?

This will be a one-time expense.

Is this expenditure budgeted?

Yes, funds are available in the Community Development Block Grant Fund account 228-3250-426.50-86, project code 19C023 for $178,397.89 and project code 20C023 for $149,171.11.

If not, where will the money come from?

N/A

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

Yes. This total expenditure will require $327,569.00 provided by Killeen Community Development Block Grant (CDBG). Each project payment will be paid proportionately to the total amount of funding invested, e.g., 100% CDBG until all funds are expended on project completion.

RECOMMENDATION:

Award Bid #22-40 Conder Park Playscape and Shade Structure with Tile Surface Project #20.06A-2, to Heartland Park & Recreation, LLC of White Oak, Texas in the amount of $327,569 for the Conder Park improvements from FY2021/PY 2020-21 CDBG funds with payments made to the contractor proportionately to the amount of funding invested and authorize the City Manager or designee to execute change orders in an amount allowed under state and local law.

DEPARTMENTAL CLEARANCES:

Purchasing, Finance

ATTACHED SUPPORTING DOCUMENTS:

Bid Tab
Agreement
Certificate of Interested Parties

CITY OF KILLEEN, TEXAS
Bid Number **22-40**
Bid Name **Conder Park Playscape, Shade Structurewith Tile Surface**
BIDS DUE: 09/06/22 2:00 PM **BIDS OPENED: 09/06/22 2:15 PM**

Bidder Name	City	State	AMOUNT BID	CONDITIONS, if any
Heartland Park & Recreation, LLC	White Oak	TX	$ 327,569.00	NA
HCS Inc. Commercial General Contractor	Waco	TX	$ 382,500.00	NA

Lorianne Luciano

Digitally signed by Lorianne Luciano
Date: 2022.09.08 15:52:35 -05'00'

PURCHASING

09/06/2022

COMMUNITY DEVELOPMENT

AGREEMENT

made as of the _____ day of _____ in the year of _____, AD.

BETWEEN the Owners:	CITY OF KILLEEN 101 N. College Street (76541) P.O. Box 1329 Killeen, Texas 76540-1329 Attn.: City Manager Tel: 254-501-7847 EMAIL: LHINKLE@KILLEENTEXAS.GOV RECREATION SERVICES DEPARTMENT Attn: HEATHER, BULLER, RECREATION SERVICES INTERIM EXECUTIVE DIRECTOR Tel: 254-501-8841 EMAIL: HBULLER@KILLEENTEXAS.GOV
and the Contractor:	Heartland Park & Recreation, LLC 111 Blaine Trail Longview, TX, 75605 PO BOX 505 White Oak, Texas, 75693 Attn: Sean Michael Spenser, PRESIDENT Tel: 903-297-6624 EMAIL: JANA@HEARTLANDPLAY.COM
The Project is:	CONDER PARK PLAYSCAPE AND SHADE STRUCTURE WITH TILE SURFACE #20.06A-2 810 CONDER STREET, KILLEEN, TX 76541
Contracting Officer:	LESLIE K. HINKLE, EXECUTIVE DIRECTOR OF COMMUNITY DEVELOPMENT Tel: 254-501-7847 Email: LHINKLE@KILLEENTEXAS.GOV
Architect/Engineer:	NONE
Project Shop Drawings by:	NONE

The Owner and Contractor agree as set forth below:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Terms, Conditions (General and Supplementary), and Requirements of Federally funded Community Development Division Projects, Drawings, Specifications, Bidding Terms, Conditions and Requirements, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. Contractor must submit Certificates of Insurance, and Payment and Performance Bonds in the amounts required under the Bidding Terms, Conditions, and Requirements for Federally Funded Community Development Division Projects, Special Conditions for Community Development Division Contracts and General Conditions of the Contract for Construction-Community Development Block Grant and Home Investment Partnerships Act Programs

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 25 of the General Conditions of the Contract for Construction is measured, and shall be the date indicated in a notice to proceed to be issued by the Owners.

Work to commence upon issuance of Notice to Proceed.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than **one hundred fifteen (115) days after commencement with completion expected not later than one hundred thirty (130) days after commencement**, subject to adjustments of this Contract Time as provided in the Contract Documents.

There will be a liquidated damage charge to the Contractor of $300 per calendar day for each day the project is not completed beyond the above stated limit.

ARTICLE 4
CONTRACT SUM

4.1 The Owners shall pay the Contractor in current funds for the Contractor's performance of the Contract for the Contract Sum of **THREE HUNDRED TWENTY-SEVEN THOUSAND, FIVE HUNDRED SIXTY-NINE DOLLARS AND NO/100, ($327,569.00)** dollars, subject to the following funding sources listed below and to additions and deductions as provided in the Contract Documents.

4.1a Financial obligations associated with the Contract Sum are limited to the following dollar amount and source of funds: **FY2021/PY 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), $327,569.00.**

4.2 The Contract Sum is based upon the following alternatives, if any, which are described in the Contract Documents and are hereby accepted by the Owners: **Acceptance and approval of bidder's submission for the Written Bid Amount according the project Specifications.**

Lump Sum Price, if any, is as follows: THREE HUNDRED TWENTY-SEVEN THOUSAND, FIVE HUNDRED SIXTY-NINE DOLLARS AND NO/100, ($327,569.00).

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Owners or Owner Representative by the Contractor and Certificates of Payment issued by the Owner or Owner Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and in accordance with paragraph 27 of the General Conditions of the Contract for Construction.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.3 The Owner shall make payments to the Contractor within thirty (30) days of receipt of Application.

5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owners may require. This Schedule, unless objected to by the Owners, shall be used as a basis for reviewing the Contractor's Application for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **ten percent (10%).** Pending final determination of cost to the Owner of approved changes in the Work, amounts not in dispute and authorized may be included if the Contract Sum has been adjusted by a Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitable stored off the site at location agreed upon in writing), less retainage of **ten percent** (**10%**);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate of Payment as provided in Paragraph 27 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to **Ninety-five (95%)** percent of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Paragraph 27 of the General Conditions of the Contract for Construction.

5.8 Reduction or limitation of retainage, if any, shall be as follows: **NONE**

ARTICLE 6
FINAL PAYMENT

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Paragraph 20 of the General Conditions of the Contract for Construction, and (2) Appropriate payroll documents must have been submitted and obligations must have been met, and satisfactory evidence to include either a "Release of Mechanic's and Materialman's Lien" or an "Affidavit of Payment of Debts and Claims" from subcontractor(s) or supplier(s), and (3) to satisfy other requirements, if any, which necessarily survive final payment; and (4) a final Certificate of Payment has been issued by the Owner or Owner Representative; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate of Payment.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due, to contractor, at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions, attached hereto and incorporated by reference for all purposes, which are directly attributed to this contract, the Contractor will comply with:

a. applicable sections of the General Conditions of the Contract for Construction Community Development Block Grant and Home Investment Partnerships Act Program;
b. the award of subcontracts to small business firms, minority firms, women's business enterprises and labor surplus area firms, whenever possible;
c. certification regarding debarment, suspension and other responsibility matters;
d. submitted Affirmative Action Plan
e. Contractor will not engage in business concerns for construction, other services, supplies, materials or equipment, with any company/companies having operations or contracts or are participating in scrutinized business operations with Iran, Sudan or a foreign terrorist organization as defined in Government Code Sections 807.001(10) and 2270.001(9) or may be identified on a list maintained by the Texas Comptroller's office under Government Code Sections 807.051, 2252.153 or 2270.0201.
f. Contractor will not boycott Israel, as defined in Texas Government Code section 808.001 meaning; refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ARTICLE 8
DEFAULT

8.1 Whenever Contractor or Owner shall fail to keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this contract and Contractor or Owner shall fail to commence and take such steps as are necessary to remedy the same within ten (10) days after Contractor or Owner shall have been given a written notice specifying the same, Contractor or Owner may pursue their respective rights and remedies provided under law.

ARTICLE 9
TERMINATION OR SUSPENSION

9.1 The Contract may be terminated by the Owner or the Contractor as provided in Paragraph 34 of the General Conditions of the Contract for Construction.

9.1.2 Owner may terminate the contract for cause for Contractor's failure to perform work, non-adherence to established federal, state and/or local laws, or a violation of any of the contract provisions. Upon written termination, Owner may exclude Contractor from the Project site and pursue any remedies available to him.

9.2 The Work may be suspended by the Owner as provided in Paragraph 30 of the General Conditions of the Contract for Construction.

ARTICLE 10
ENUMERATION OF CONTRACT DOCUMENTS

10.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

LIST OF CONTRACT DOCUMENTS (may vary, as applicable)
Invitation and Advertisement for Proposals
Addendum #1 dated August 26, 2022
Conditions of the Contract
- **Bidding Terms, Conditions, and Requirements for Federally Funded Community Development Division Projects**
- **Special Conditions for Community Development Division Contracts**
- **General Conditions of the Contract for Construction-Community Development Block Grant and Home Investment Partnerships Act Programs**

Bid Forms
- **Bidder Check List**
- **Receipt and Acknowledgement of Contract Conditions**
- **Bid Proposal Form-Unit Price Contract**
- **Certificate of Corporate Resolution**
- **Texas Workers' Compensation Insurance Coverage**
- **Section 3 Employment Opportunities Clause**
- **Contractor Certification for Subcontracting with Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms**
- **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**
- **Wage Scale: General Decision#: (General Decision Number)**

10.1.2 Construction specifications:
Applicable specifications associated with PROJECT NAME, PROJECT NUMBER at the applicable geographic location; LIST ALL SPECIFICATIONS SECTIONS.

10.1.3 Other documents, if any, forming part of the Contract Documents are as follows: **AS APPLICABLE**

ARTICLE 11
GOVERNANCE FOR LITIGATION PURPOSES

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

IN WITNESS WHEREOF, the parties to these presents have executed **two (2) originals** of this contract, one original to be maintained by the City of Killeen and one original to be maintained by the CONTRACTOR, in the year and day first above mentioned.

OWNERS	CONTRACTOR
_____	_____
KENT CAGLE, CITY MANAGER	CONTRACTOR PRESIDENT NAME
	HEARTLAND PARK &
City of Killeen	RECREATION, LLC
Killeen, Texas	White Oak, Texas
_____	_____
(Date)	*(Date)*

ATTEST

_____
(Signature)

CONTRACTOR'S ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, A Notary Public, on this day personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purpose of and consideration herein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, _____.

_____
Notary Public, in and for the State of Texas

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

Sean Spencer
Printed Name

9-2-2022
Date

Heartland Park and Recreation, LLC
Company Name

General Manager
Title

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Heartland Park and Recreation, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Ashley Beal

Signature of vendor doing business with the governmental entity

9/1/2022

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-930317

Date Filed:
09/06/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Heartland Park and Recreation, LLC
Longview, 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.
TBD
Park and Recreation Construction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sean Spencer	Longview, TX	✓	

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

6 UNSWORN DECLARATION

My name is Sean Spencer, and my date of birth is 10/22/1977.

My address is 1802 N. White Oak Rd (street), White Oak (city), TX (state), 75693 (zip code), _____ (country).

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

Executed in Gregg County, State of Texas, on the 16 day of September (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AWARD BID #22-40 CONDER PARK CONDER PARK PLAYSCAPE AND SHADE STRUCTURE WITH TILE SURFACE REPLACEMENT #20.06A-2

Background

- Recreation Services received an allocation of CDBG funds during the regular budget process for FY 2021/PY2020-21
- Project involves playground improvements at Conder Park
- Bid was advertised on August 14 and 21, 2022 in accordance with HUD and City of Killeen procurement requirements
- Pre-Bid meeting was held August 23, 2022, at the project site
- Bids were opened September 6, 2022

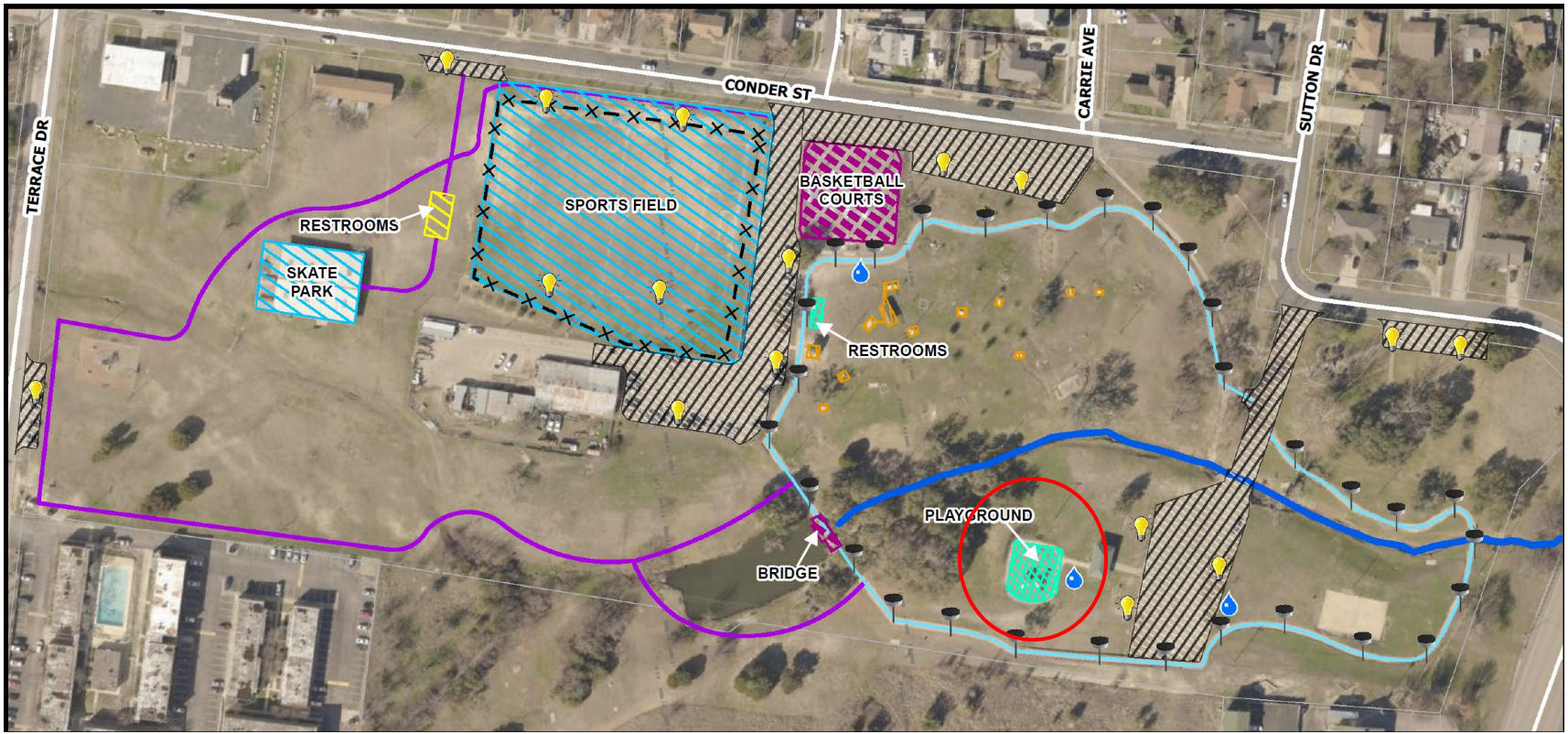
Available Funding, Bids Received

- Project cost estimate was $327,569.00, based on historical cost comparisons. After advertising cost a total of $146,873.47 remains for the CDBG
- Requirements of bidder – submit a lump sum bid amount for project
- 2 bids received-HCS General Contractor, Inc. and Heartland Park & Recreation, LLC

Conder Park Playscape, Shade Structure, Tile Surface Project

- Existing playscape will be demo by staff
- New ADA compliant playground element
- New tile surface installation
- New shade structure
- Principles of a “Complete Park System”: shade and amenities

Conder Park Improvements



Alternatives

- Do not award the bid related to the project
- Award the bid to the lowest responsible bidder - Heartland Park & Recreation, LLC in the amount of $327,569.00

Recommendation

- Recommend awarding the bid to bidder, Heartland Park & Recreation, LLC the amount of $327,569.00 + any required change orders allowed within limits set by law.

City of Killeen

Staff Report

File Number: RS-22-144

1	City Council Workshop	10/04/2022	Reviewed and Referred	City Council	10/18/2022

DATE: **October 4, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Heather Buller, Recreation Services Interim Executive Director**

SUBJECT: **Award Bid #22-39 Conder Park Restrooms Replacement**

BACKGROUND AND FINDINGS:

During the FY2021/ Program Year 2020-21 budget process, Recreation Services was allocated $753,190.67 of Community Development Block Grant (CDBG) (Ord. 20-047) funds to be used for improvements to Conder Park located at 810 Conder Street. Impacts from the Coronavirus have put this project bidding on hold until August 14, 2022, when the project bidding process was advertised for bid. The element of installation for new restrooms requires a precast structure to be dropped in place with connections to water, sewer and electric. This new installation will meet all requirements of the Americans with Disabilities Act, as amended (ADA).

The project was advertised in the Killeen Daily Herald, Negometrix, Demand Star/City Bids page, State Business Daily, and the bid notice was sent to the Central Texas Chapter of Associated General Contractors (Centex AGC); the AMTEK Information Services (Amtekusa); Bidders' Resource Inc; Construction Software Technologies, Inc. (iSqFt); and Virtual Builders Exchange, LLC (BXTX), on August 14 and 21, 2022. Bidders were to bid one lump sum for project as specified.

A pre-bid meeting was held at the project site on Tuesday, August 23, 2022, with four (4) bidders attending. One (1) Addenda was issued, and bids were due by 3:00 p.m. September 6, 2022. The bid opening was held at 3:15 p.m. via Zoom meeting platform; there were five (5) attendees consisting of City Staff from Purchasing and Community Development, HCS, Inc. and Majestic Services Inc.

Three (3) bids were submitted for this project as follows:

Bidder Name	City	State	AMOUNT BID	CONDITIONS, if any
HCS General Contractor, Inc.	Waco	TX	$278,000	
Majestic Services, Inc	Austin	TX	$511,777	
TSG Industries, Inc	Houston	TX	$576,074	

One bid received is within the available estimated project budget for this portion of the Conder Park

improvements: HCS, Inc. Commercial General Contractor of Waco, Texas.

THE ALTERNATIVES CONSIDERED:

Alternatives were to not accept the bids or award the bid to the lowest responsible bidder from bids submitted.

Which alternative is recommended? Why?

Award the bid to the lowest responsible bidder, HCS, Inc. Commercial General Contractor to allow for completion of the Restroom Replacement.

CONFORMITY TO CITY POLICY:

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

FINANCIAL IMPACT:

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

The fiscal impact is limited to the available amount of CDBG funding from FY2021 (CDBG Program Year 2020-2021) and will be expensed during Fiscal Year 2023. No future financial impact.

Is this a one-time or recurring expenditure?

This will be a one-time expense.

Is this expenditure budgeted?

Yes, funds are available in the Community Development Block Grant Fund in account 228-3250-426.50-86 project code 19C023 for $212,782.91, project code 20C023 for $2,920.67, and project code 21C023 for $62,296.42 with remaining balance for the next portion to complete the Park Improvements at Conder Park.

If not, where will the money come from?

N/A

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

Yes. This total expenditure will require $278,000.00 provided by Killeen Community Development Block Grant (CDBG). Each project payment will be paid proportionately to the total amount of funding invested, e.g., 100% CDBG until all funds are expended on project completion

RECOMMENDATION:

Award Bid #22-39 to HCS, Inc. Commercial General Contractor of Waco, Texas in the amount of $278,000.00 for the Conder Park improvements from FY2021/PY 2020-21 CDBG funds with payments made to the contractor proportionately to the amount of funding invested and authorize the City Manager or designee to execute any change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance

ATTACHED SUPPORTING DOCUMENTS:

Bid Tab
Agreement
Certificate of Interested Parties

CITY OF KILLEEN, TEXAS
Bid Number **22-39**
Bid Name **Conder Park Restroom Replacement**
BIDS DUE: 09/06/22 3:00 PM **BIDS OPENED: 09/06/22 3:15 PM**

Bidder Name	City	State	AMOUNT BID	CONDITIONS, if any
HCS General Contractor, Inc	Waco	TX	$ 278,000.00	
Majestic Services Inc.	Austin	TX	$ 511,777.00	
TSG Industries, Inc.	Houston	TX	$ 576,074.00	

Lorianne Luciano

Digitally signed by Lorianne Luciano
Date: 2022.09.08 15:48:55 -05'00'

PURCHASING

09/06/2022

COMMUNITY DEVELOPMENT

AGREEMENT

made as of the _____ day of _____ in the year of _____, AD.

BETWEEN the Owners:	CITY OF KILLEEN 101 N. College Street (76541) P.O. Box 1329 Killeen, Texas 76540-1329 Attn.: City Manager Tel: 254-501-7847 EMAIL: LHINKLE@KILLEENTEXAS.GOV RECREATION SERVICES DEPARTMENT Attn: HEATHER, BULLER, RECREATION SERVICES INTERIM EXECUTIVE DIRECTOR Tel: 254-501-8841 EMAIL: HBULLER@KILLEENTEXAS.GOV
and the Contractor:	HCS, INC. COMERCIAL GENERAL CONTRACTOR 365 WAYSIDE DRIVE WACO, TEXAS 76705 Attn: CARL BALLERINO, PRESIDENT Tel: 254-829-3400 EMAIL: BIDS@HCS-GC.COM
The Project is:	CONDER PARK RESTROOM REPLACEMENT #20.06A 810 CONDER STREET, KILLEEN, TX 76541
Contracting Officer:	LESLIE K. HINKLE, EXECUTIVE DIRECTOR OF COMMUNITY DEVELOPMENT Tel: 254-501-7847 Email: LHINKLE@KILLEENTEXAS.GOV
Architect/Engineer:	NONE
Project Shop Drawings by:	NONE

The Owner and Contractor agree as set forth below:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Terms, Conditions (General and Supplementary), and Requirements of Federally funded Community Development Division Projects, Drawings, Specifications, Bidding Terms, Conditions and Requirements, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9. Contractor must submit Certificates of Insurance, and Payment and Performance Bonds in the amounts required under the Bidding Terms, Conditions, and Requirements for Federally Funded Community Development Division Projects, Special Conditions for Community Development Division Contracts and General Conditions of the Contract for Construction-Community Development Block Grant and Home Investment Partnerships Act Programs

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 25 of the General Conditions of the Contract for Construction is measured and shall be the date indicated in a notice to proceed to be issued by the Owners.

Work to commence upon issuance of Notice to Proceed.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than **ninety five (95) days after commencement with completion expected not later than one hundred fifteen (115) days after commencement**, subject to adjustments of this Contract Time as provided in the Contract Documents.

There will be a liquidated damage charge to the Contractor of $300 per calendar day for each day the project is not completed beyond the above stated limit.

ARTICLE 4
CONTRACT SUM

4.1 The Owners shall pay the Contractor in current funds for the Contractor's performance of the Contract for the Contract Sum of **TWO HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS AND NO/100, ($278,000.00)** dollars, subject to the following funding sources listed below and to additions and deductions as provided in the Contract Documents.

4.1a Financial obligations associated with the Contract Sum are limited to the following dollar amount and source of funds: **FY2021/PY 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), $278,000.00.**

4.2 The Contract Sum is based upon the following alternatives, if any, which are described in the Contract Documents and are hereby accepted by the Owners: **Acceptance and approval of bidder's submission for the Written Bid Amount according the project Specifications.**

Lump Sum Price, if any, is as follows: TWO HUNDRED SEVENTY EIGHT THOUSAND DOLLARS AND NO/100, ($278,000.00).

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Owners or Owner Representative by the Contractor and Certificates of Payment issued by the Owner or Owner Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and in accordance with paragraph 27 of the General Conditions of the Contract for Construction.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.3 The Owner shall make payments to the Contractor within thirty (30) days of receipt of Application.

5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owners may require. This Schedule, unless objected to by the Owners, shall be used as a basis for reviewing the Contractor's Application for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total

Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **ten percent (10%).** Pending final determination of cost to the Owner of approved changes in the Work, amounts not in dispute and authorized may be included if the Contract Sum has been adjusted by a Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitable stored off the site at location agreed upon in writing), less retainage of **ten percent** (**10%**);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate of Payment as provided in Paragraph 27 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to **Ninety-five (95%)** percent of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Paragraph 27 of the General Conditions of the Contract for Construction.

5.8 Reduction or limitation of retainage, if any, shall be as follows: **NONE**

ARTICLE 6
FINAL PAYMENT

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Paragraph 20 of the General Conditions of the Contract for Construction, and (2) Appropriate payroll documents must have been submitted and obligations must have been met, and satisfactory evidence to include either a "Release of Mechanic's and Materialman's Lien" or an "Affidavit of Payment of Debts and Claims" from subcontractor(s) or supplier(s), and (3) to satisfy other requirements, if any, which necessarily survive final payment; and (4) a final Certificate of Payment has been issued by the Owner or Owner Representative; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate of Payment.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due, to contractor, at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions, attached hereto and incorporated by reference for all purposes, which are directly attributed to this contract, the Contractor will comply with:

a. applicable sections of the General Conditions of the Contract for Construction Community Development Block Grant and Home Investment Partnerships Act Program;
b. the award of subcontracts to small business firms, minority firms, women's business enterprises and labor surplus area firms, whenever possible;
c. certification regarding debarment, suspension and other responsibility matters;
d. submitted Affirmative Action Plan
e. Contractor will not engage in business concerns for construction, other services, supplies, materials or equipment, with any company/companies having operations or contracts or are participating in scrutinized business operations with Iran, Sudan or a foreign terrorist organization as defined in Government Code Sections 807.001(10) and 2270.001(9) or may be identified on a list maintained by the Texas Comptroller's office under Government Code Sections 807.051, 2252.153 or 2270.0201.
f. Contractor will not boycott Israel, as defined in Texas Government Code section 808.001 meaning; refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ARTICLE 8
DEFAULT

8.1 Whenever Contractor or Owner shall fail to keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this contract and Contractor or Owner shall fail to commence and take such steps as are necessary to remedy the same within ten (10) days after Contractor or Owner shall have been given a written notice specifying the same, Contractor or Owner may pursue their respective rights and remedies provided under law.

ARTICLE 9
TERMINATION OR SUSPENSION

9.1 The Contract may be terminated by the Owner or the Contractor as provided in Paragraph 34 of the General Conditions of the Contract for Construction.

9.1.2 Owner may terminate the contract for cause for Contractor's failure to perform work, non-adherence to established federal, state and/or local laws, or a violation of any of the contract provisions. Upon written termination, Owner may exclude Contractor from the Project site and pursue any remedies available to him.

9.2 The Work may be suspended by the Owner as provided in Paragraph 30 of the General Conditions of the Contract for Construction.

ARTICLE 10
ENUMERATION OF CONTRACT DOCUMENTS

10.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

LIST OF CONTRACT DOCUMENTS (may vary, as applicable)
Invitation and Advertisement for Proposals
Addendum #1 dated August 26, 2022
Conditions of the Contract
- **Bidding Terms, Conditions, and Requirements for Federally Funded Community Development Division Projects**
- **Special Conditions for Community Development Division Contracts**
- **General Conditions of the Contract for Construction-Community Development Block Grant and Home Investment Partnerships Act Programs**

Bid Forms
- **Bidder Check List**
- **Receipt and Acknowledgement of Contract Conditions**
- **Bid Proposal Form-Unit Price Contract**
- **Certificate of Corporate Resolution**
- **Texas Workers' Compensation Insurance Coverage**
- **Section 3 Employment Opportunities Clause**
- **Contractor Certification for Subcontracting with Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms**
- **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**
- **Wage Scale: General Decision#: (General Decision Number)**

10.1.2 Construction specifications:
Applicable specifications associated with PROJECT NAME, PROJECT NUMBER at the applicable geographic location; LIST ALL SPECIFICATIONS SECTIONS.

10.1.3 Other documents, if any, forming part of the Contract Documents are as follows: **AS APPLICABLE**

ARTICLE 11
GOVERNANCE FOR LITIGATION PURPOSES

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

IN WITNESS WHEREOF, the parties to these presents have executed **two (2) originals** of this contract, one original to be maintained by the City of Killeen and one original to be maintained by the CONTRACTOR, in the year and day first above mentioned.

OWNERS	CONTRACTOR
_____	_____
KENT CAGLE, CITY MANAGER	CONTRACTOR PRESIDENT NAME HCS, INC. COMMERCIAL GENERAL CONTRACTOR
City of Killeen Killeen, Texas	Waco, Texas
_____	_____
(Date)	*(Date)*

ATTEST

_____
(Signature)

CONTRACTOR'S ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, A Notary Public, on this day personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purpose of and consideration herein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, _____.

_____
Notary Public, in and for the State of Texas

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.

Carl Ballerino
Signature

HCS Inc. Commercial General Contractor
Company Name

Carl Ballerino
Printed Name

President
Title

09-15-2022
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

HCS Inc. Commercial General Contractor

2

✓ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not applicable

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes ☐ No ✓

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes ☐ No ✓

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6

☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Carl Ballerino

Signature of vendor doing business with the governmental entity

09/06/2022

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-934198

Date Filed:
09/15/2022

Date Acknowledged:

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

HCS Inc. Commercial General Contractor
Waco, 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.

KCDBG20.06A-1/22-39
General Construction 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. [X]

6 UNSWORN DECLARATION

My name is Simon Lucas, and my date of birth is 03-08-1974.

My address is 365 Wayside Drive (street), Waco (city), TX (state), 76705 (zip code), US (country).

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

Executed in McLennan County, State of Texas, on the 15th day of September (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AWARD BID# NO. 22-39 CONDER PARK RESTROOM REPLACEMENT #20.06A-1

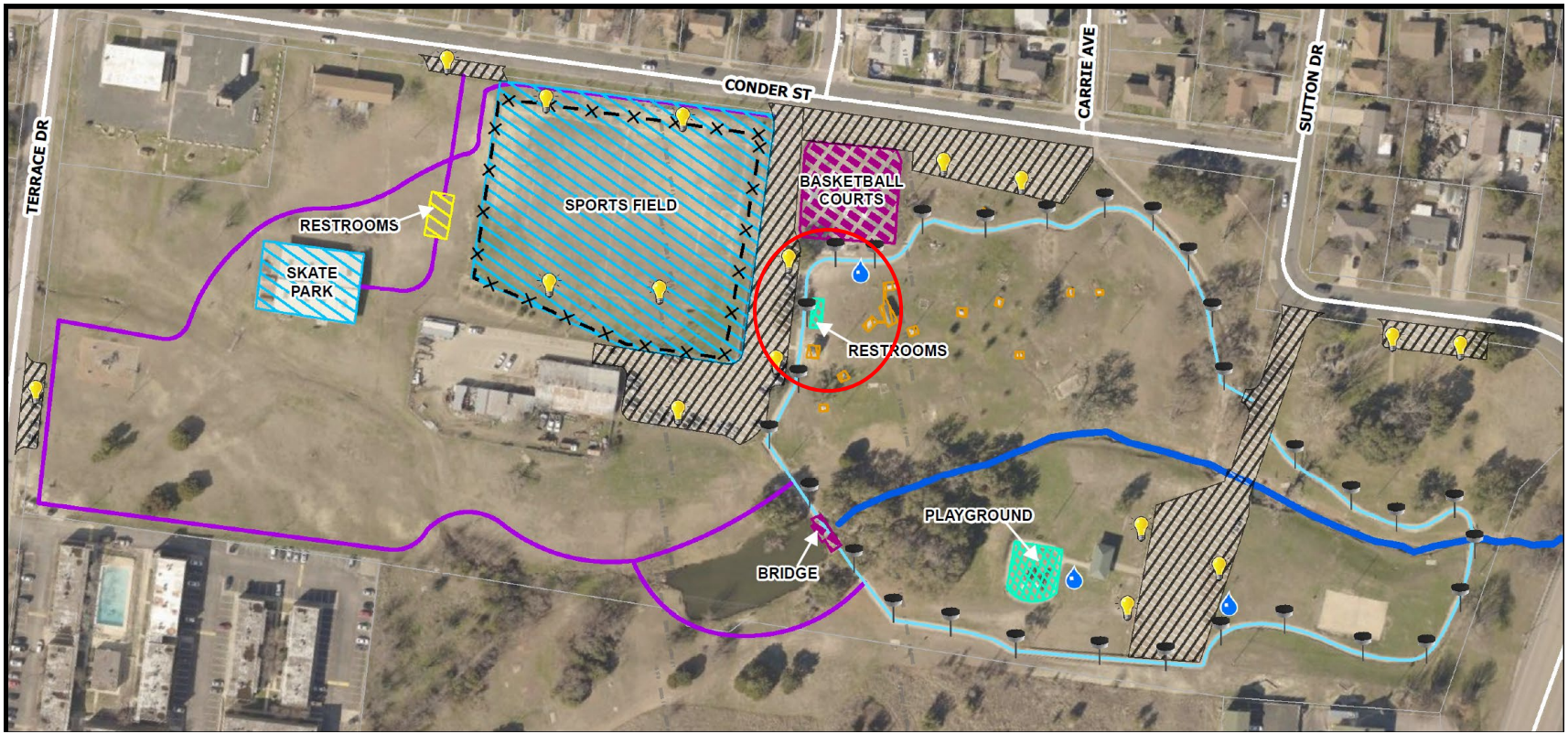
Background

- Recreation Services received an allocation of CDBG funds during the regular budget process for FY 2021/PY2020-21
- Project involves restroom replacement at Conder Park
- Bid was advertised on August 14 and 21, 2022 in accordance with HUD and City of Killeen procurement requirements
- Pre-Bid meeting was held August 23, 2022, at the project site
- Bids were opened September 6, 2022

Available Funding, Bids Received

- Project cost estimate was $278,000.00 , based on historical cost comparisons. After advertising cost a total of $474,442.47 remains for the CDBG
- Requirements of bidder – submit a lump sum bid amount for project
- 3 bids received-HCS General Contractor, Inc. and Majestic Services Inc., TSG Industries, Inc.

Conder Park Restroom Replacement



Alternatives

- Do not award the bid related to the project
- Award the bid to the lowest responsible bidder - HCS, Inc. Commercial General Contractor of Waco, Texas in the amount of $278,000.00

Recommendation

- Recommend awarding the bid to bidder, HCS, Inc. Commercial General Contractor of Waco, Texas in the amount of $278,000.00 + any required change orders allowed within limits set by law.

City of Killeen

Staff Report

File Number: RS-22-145

1	City Council Workshop	10/04/2022	Reviewed and Referred	City Council	10/18/2022

DATE: **October 4, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Heather Buller, Interim Executive Director of Recreation Services**

SUBJECT: **Award Bid# 22-29 Solar LED Lighting for Conder Park Parking Lot and Long Branch Park**

BACKGROUND AND FINDINGS:

On April 19, 2022, City Council directed Recreation Services (RS) to competitively bid the solar lights. Conder Park has limited lighting within the park and no existing parking lot lights. There are no lights by the Splash Pad at Long Branch Park. This project aligns with the Parks Master Plan which is on page 15: PI11 "identify funding and opportunities to enhance site lighting throughout the parks system for security, light sensitive amenities, and after hour uses." It is also part of the ARPA park improvements project.

The City of Killeen began the process of soliciting bids for Solar LED lights for Conder and Long Branch Parks.

This contract will include the following standard features.

- (34) 60-watt solar LED lights with motion sensors, 5000K, and 12,000 lumens
- (18) 20-foot round, black, 4-inch light pole
- (4) 24-foot 4-inch black round black pole direct burial
- 4 light black pole mounts with pole mount adaptor
- Anchor base with base cover
- Integrated solar LED light panel with battery and charger
- Nine (9) hour charge time and can operate for five to seven rainy days on ntelligent mode
- Motion sensors with instant on/off capabilities
- Ten-year warranty
- Airfreight cost

On the 17th and 24th of July 2022, RS advertised Bid 22-29 for Solar LED lights for Conder and Long Branch Parks. We received six responses:

Company	Bid
Green Way LLC	$ 56,402.60
JEC Energy Solutions	$ 78,342.00
EnGo Planet Energy Solutions LLC	$ 81,000.00
Whirlix Design Inc.	$ 86,845.00
SELS USA LLC	$101,391.90
Telecom Electric Supply Company	$180,849.00

THE ALTERNATIVES CONSIDERED:

Option 1 - Do not award the bid to Green Way LLC.

Option 2 - Do not accept any of the bids and continue to seek quotes.

Option 3 - Award the bid to ----------Green Way LLC and enter into an agreement.

Which alternative is recommended? Why?

Option 3 - Award the bid to Green Way LLC and enter into an agreement as presented. The addition of solar lights at the Splash Pad at Long Branch Park and Parking Lot lights at Conder Park will enhance site lighting throughout the parks, add security and increase after hours usage.

CONFORMITY TO CITY POLICY:

This purchase satisfies the competitive bid requirements and conforms to City Policy and all applicable state and local laws.

FINANCIAL IMPACT:

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

Expenditure in FY 2023 would be $56,402.60, which includes the purchase, installation of lights and a 10-year warranty. Maintenance of lights will be incorporated into the maintenance budget.

Is this a one-time or recurring expenditure?

One-time expenditure of $56,402.60. Recurring maintenance expenditures over the life of the lights will be built into the maintenance budget.

Is this expenditure budgeted?

Yes, funds are available in Governmental CIP accounts 349-8930-493.69-03 ARPA 09 ($34,765.70) and ARPA 10 ($21,636.90).

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:

Recreation Services staff recommends City Council award Bid 22-29 and authorize the purchase of the solar LED lights for both parks from Green Way LLC in the amount of $56,402.60 in FY23 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Legal
Purchasing
Finance

ATTACHED SUPPORTING DOCUMENTS:

Bid Tab
Quote
Appendix A
Certificate of Interested Parties

	Equipment	Freight Cost	Total Bid Price	
EnGo Planet Energy Solutions LLC	$ 81,000.00	$ -	$ 81,000.00	
Green Way LLC	$ 44,449.60	$ 5,478.00	$ 49,927.60	**Sea Freight Option**
Green Way LLC	$ 44,449.60	$ 11,953.00	$ 56,402.60	**Air Freight Option**
JEC Energy Solutions	$ 51,548.00	$ 11,340.00	$ 62,888.00	**Sea Freight Option**
JEC Energy Solutions	$ 51,548.00	$ 26,794.00	$ 78,342.00	**Air Freight Option**
SELS USA LLC	$ 99,151.90	$ 2,240.00	**$ 101,301.90**	**Actual total is $101,391.90. Their total is inaccurate**
Telecom Electric Supply Company	$ 180,849.00	$ -	$ 180,849.00	
Whirlix Design Inc	$ 76,925.00	$ 9,920.00	$ 86,845.00	

SELS USA LLC
$ 68,711.28
$ 24,272.54
$ 6,168.08
$ 99,151.90
$ 2,240.00
$ 101,391.90

BID FORM

Prices shall include all fees (including all environmental, container, fuel surcharge, air freight, freight by sea, and delivery fees). No other itemized charges shall be listed for each item. This Bid will be awarded on the overall total extended cost.

Description	Quantity	Unit Price	Extended Price
Suitable Star LED Model: 60W SUN EATER (AIO) Solar Luminaire [SE-60W-5K-T4-12-24V-MS-SF-BL] (Specificied: 60-watt solar LED lights with motion sensors, 5000K,12,000lm)	34	$675.65	$22,972.10
Star LED 20FRSS - 20ft Round Straight Steel Light Pole with base cover and anchor bolt kit (Specified: 20-foot round, black, 4-inch light pole including anchor base and base cover)	18	$923.75	$16,627.50
Star LED 20FRDBF - 20ft Round Above Grade Direct Burial Fiberglass Light Pole with base cover (Specified: 24-foot 4-inch black round black pole direct burial including base cover)	4	$1,107.50	$4,430.00
Star LED TA4S - Tenon Adaptor, 4 Spoke (Specified 4 light black pole mounts with pole mount adaptor)	4	$105.00	$420.00
Seafreight Cost	1		$5,478.00
Airfreight Cost	1		$11,953.00
		Total Quote	Sea Freight Option: $49,927.60 Air Freight Option: $56,402.60

FOB - City of Killeen, Keilah Reyes, 810 Conder Street, Killeen, TX 76541

Warranty Length and Coverage: 10 (ten) years on luminaire, 10 (ten) years on posts and tenons

Please state the response time for warranty repair: 24-48hrs

Estimated delivery time after receipt of order: 6-8 weeks

August 1, 2022

City of Killeen, TX
Purchasing Department
802 N 2nd Street
Bldg. E, 2nd Floor
KILLEEN TX 76541

RE: Bid No. 22-29 | SOLAR LED LIGHTS FOR CONDER AND LONG BRANCH PARKS
Due: 3pm, August 2, 2022
Attn: Lorraine Luciano

Dear Lorraine,

On behalf of Green Way, LLC DBA Star LED, I would like to thank you for the opportunity to prepare this bid for the City of Killeen. This bid has been prepared in compliance with the Terms and Conditions for the City of Killeen and submitted to the Negometrix e-Procurement platform as recommended.

Please find enclosed the documentation per checklist provided for our bid, including:
- Procurement card questions answered, p.8
- Delivery information noted, p.8
- City of Killeen Terms and Conditions signed, p.18
- Conflict of interest Questionnaire Form C1Q (signed, not required, please see explanation below), p.33
- Bid form completed, p.42
- List of references completed, p.36
- Product sheets and information:
  - Star LED SUN EATER Series Product Sheet
  - Photometric Report
  - Star LED Round Straight Steel Pole Specification - 20FRSS
  - Star LED Fiberglass Pole Specification 20FRDBF
  - Star LED Tenon Adaptor Specification- TA4S
- Acknowledged Addendum No. 1

The suitable equivalent for this project is the Star LED SUN EATER model. This recommendation meets and or exceeds all required specifications (p.38) and is entirely suitable for lighting of Condor and Long Branch Parks, as demonstrated in the photometric report enclosed. The luminaire is an AIO or *All In One* solution with integrated light source, bifacial solar panels and battery cell. It operates comfortably for 5-7 rainy or overcast days on intelligent mode and is offered with a 10yr Warranty. We trust you will find the product pleasing.

The only deviation from specifications comes at the recommendation of our Product Department and Engineer and sees the posts for Long Branch park adjusted to meet local wind and safety requirements. The recommended product for this application is a tapered, fibreglass post, adequately supporting load of the quad (4) light tenon specified and subsequent luminaires. These posts meet and exceed all specifications found in the bid document and are the only suitable solution for this application. The posts for Conder Park portion of the project remain as specified in the bid document.

In relation to the conflict of interest questionnaire, Green Way LLC (DBA Star LED) does not have, nor has ever had a conflict of interest with this or any city in Texas State. In the interest of completeness, the form has been signed, with no options selected indicating any such relationships, however we did want to clarify in this letter.

If the city would like a sample Luminaire, or if you have any product specific questions to assist in the decision making process, please do contact me and our product team / engineer will prepare a detailed response.

A little about us; Green Way LLC (DBA Star LED) has been in operating since 2015, priding ourselves on quality and reliability to deliver on projects of all scales. We currently hold procurement contracts with the likes of TDOT (Tennessee Dept of Transportation) and supply Military, Airforce and Space bases with our LED products, in addition to our loyal commercial LED Customers. We have an extensive, purpose built facility located in Mountain City, TN and have a wonderful team who are available to assist you with all your LED procurement needs.

We look forward to your decision and (hopefully), working with you soon,

Tahlia Helmreich
Director of Sales

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Green Way LLC, DBA StarLED

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ 6/1/22

Signature of vendor doing business with the governmental entity — Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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.

T. Helmreich
Signature

Green Way, LLC (DBA Star LED)
Company Name

Tahlia Helmreich
Printed Name

Director of Sales
Title

9/12/22
Date

Appendix A
Required Contract Clauses
2 C.F.R. § 200.326 and 2 C.F.R. Part 200

1. Remedies.

    a. Contracts for more than the simplified acquisition threshold ($150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A. All remedies are stipulated in the Purchase Order Terms and Conditions.

    b. Applicability: This requirement applies to all FEMA grant, cooperative agreement programs, and City contracts that are funded through federal awards and grants.

2. Termination for Cause and Convenience.

    a. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

    b. Applicability. This requirement applies to all FEMA grant, cooperative agreement programs, and City contracts that are funded through federal awards and grants. The Termination for Cause and Convenience is in the City's Purchase Order Terms and Conditions.

3. Equal Employment Opportunity.

    a. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶C.

    b. Key Definitions.

        (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Applicability. This requirement applies and the clauses incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

c. . During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or

workers' representatives of the contractor's commitments under thissection, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulation ns, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. As amended (40 U.S.C. 3141-3148).When required by Federal Program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

b. In accordance with the statute, Contractors are required to pay wages to laborers

and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors are required to pay ‘wages not less than once a week.

c. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding- agency.

d. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti• Kickback Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to federal awarding agency.

e. Compliance with the Davis-Bacon Act

All transactions regarding this Purchase Order hereby incorporates the requirements of compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors are required to pay ‘wages not less than once a week.

f. Compliance with the Copeland "Anti-Kickback" Act.

All transactions regarding this Purchase Order hereby incorporates the requirements of compliance with the Copeland “Anti-Kickback” Act:

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

a. All Contractors awarded by the City of Killeen entity in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶E.

b. Under 40 U.S.C. § 3702, each Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

c. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

d. In accordance with 29 C.F.R. § 5.5(b) the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act are hereby incorporated:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any pay of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and

subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

a. If the Federal award and grants meet the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the City of Killeen or subrecepient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City hereby incorporates the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the federal awarding agency into the contract. See 2 C.F.R. Part 200, Appendix II, ¶ F.

b. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the

performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

   This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

   a. Clean Air Act

      (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

      (2) The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government} will, in tum, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

      (3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by the federal awarding agency.

   b. Federal Water Pollution Control Act

      (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

      (2) The contractor agrees to report each violation to the City of Killeen and understands and agrees that the City of Killeen will, in tum, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

      (3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal

assistance provided by the awarding agency.

8. Debarment and Suspension.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants.

a. (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

a. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ,¶J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ,¶ 4.

b. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d .Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by

31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form• LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file . the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.,*

10. Procurement of Recovered Materials.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶7.

b. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

c. (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA• designated items unless the product cannot be acquired-

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products .htm."

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115–232, section 889 for additional information.
(d) See also § 200.471.

12. Domestic Preferences for Procurements.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

(a) As appropriate and to the extent consistent with law, the non–Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:
(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records.

This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

(1) The Contractor agrees to provide the City of Killeen (insert name of state agency or local or Indian tribal government), (insert name of recipient), the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. DRS Seal, Logo, and Flags.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

a. The Contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific federal awarding agency pre• approval.

15. Compliance with Federal Law, Regulations, and Executive Orders.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

a. This is an acknowledgement that FEMA financial assistance, CARES Funds, or other federal funds will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

16. No Obligation by Federal Government.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

a. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. Program Fraud and False or Fraudulent Statements or Related Acts.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

a. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-932761

Date Filed:
09/13/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Green Way LLC DBA Star LED
Mountain City, TN 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.
22-29 Solar LED Lights
Solar LED Lights and posts for Condor and Long Branch Parks

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

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

6 UNSWORN DECLARATION

My name is Tahlia Helmreich, and my date of birth is 6/20/99.

My address is 241 Industrial Park Rd (street) Mountain City (city), TN (state), 37683 (zip code), USA (country).

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

Executed in Johnson County, State of TN, on the 13 day of Sept (month), 20 22 (year).

T. Helmreich
Signature of authorized agent of contracting business entity
(Declarant)

AWARDING BID 22-29
SOLAR LIGHTS

Background

- Recreation Services (RS) brought solar lights to City Council on April 19, 2022, but direction was given to competitively bid the lights
- Conder Park has limited lighting within the park and no existing parking lot lights
- There are no lights at the Splash Pad at Long Branch Park
- This project aligns with our Parks and Open Space Master Plan, and is a principle of a "Complete Park System"
  - PI11 "identify funding and opportunities to enhance site lighting throughout the parks system for security, light sensitive amenities, and after hour uses"

Background

- RS has applied all in one Solar LED lights at Ft. Hood Regional Trail, Mickey's Dog Park, and Stonetree Golf Course Driving Range
- RS is seeking to install eighteen (18) Solar LED lights at Conder Park and four (4) within Long Branch Park
- RS staff will install poles and lights

Timeline

- Advertised July 17 & 24, 2022
- Bids opened August 2, 2022
- Received six (6) bids
  - EnGo Planet Energy Solutions LLC
  - Green Way LLC
  - JEC Energy Solutions
  - SELS USA LLC
  - Telecom Electric Supply Company
  - Whirlix Design Inc.

Bid Results

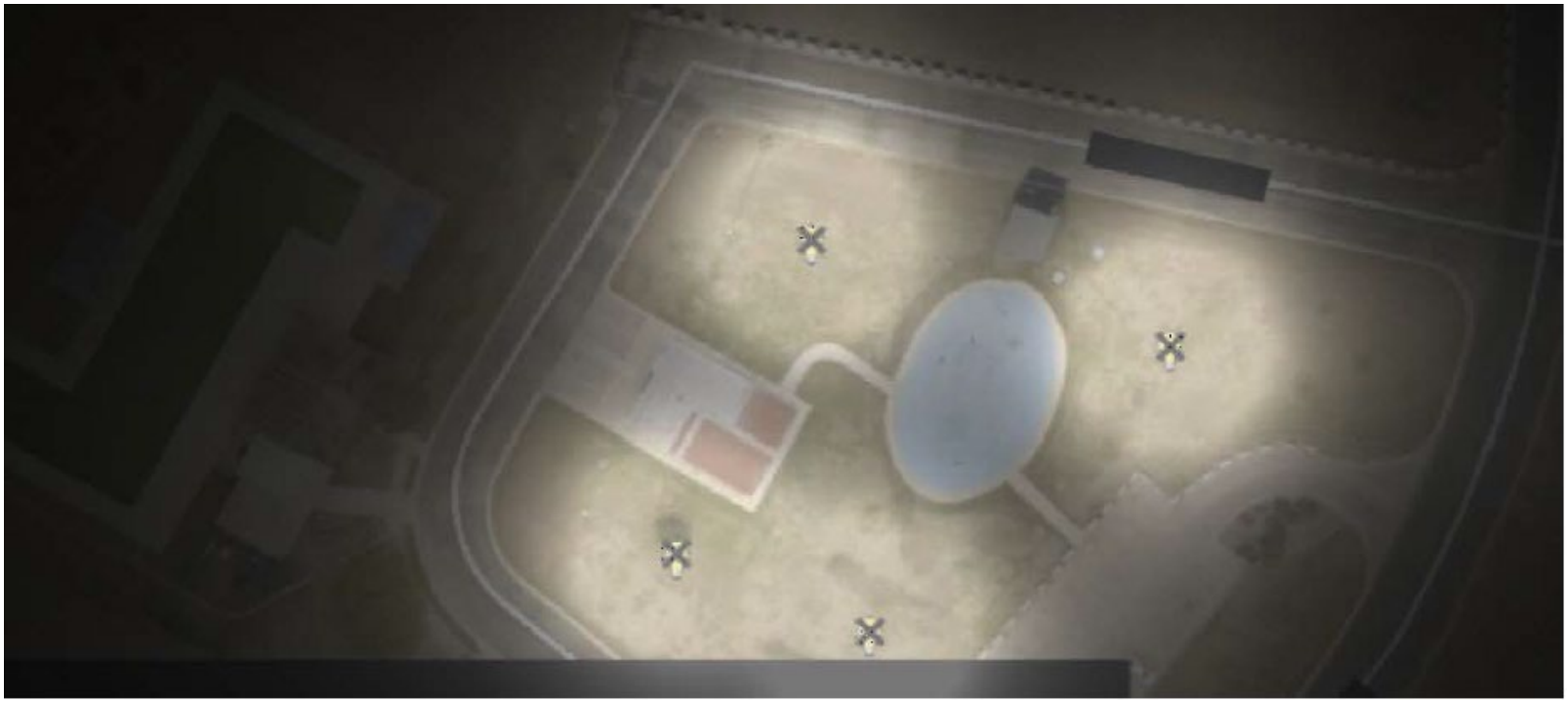
Vendor	Bid
Greenway, LLC	$ 56,402.60
JEC Energy Solutions	$ 78,342.00
EnGo Planet Energy Solutions	$ 81,000.00
Whirlix Design Inc.	$ 86,845.00
SELS USA, LLC	$101,391.90
Telecom Electric Supply Company	$180,849.00

Award

- RS recommends purchasing lights from Green Way, LLC
- The LED SUN EATER model lights meet all necessary specifications as outlined in the bid and offer a 10-year warranty
- Estimated delivery 6-8 weeks

Conder Park Light Placement

Long Branch – Splash Pad Light Placement



300

Financial Impact

- The amount is budgeted in CIP Account 349-8930-493.69-03 ARPA 09 and ARPA 10

Park	Cost
Long Branch	$21,636.90
Conder Park	$34,765.70
TOTAL	$56,402.60

Alternatives

- Option 1 - Not approve the bid from Green Way, LLC and accept the bid from the second vendor
- Option 2 - Not accept any of the bids and continue to seek quotes
- Option 3 - Approve the bid with Green Way, LLC and enter into the agreement

Recommendation

- Staff recommends that City Council award Bid 22-29 for Solar LED Lights for Conder and Long Branch Parks to Green Way, LLC in the amount of $56,402.60

City of Killeen

Staff Report

File Number: RS-22-146

1	City Council Workshop	10/04/2022	Reviewed and Referred	City Council	10/18/2022

DATE: **October 4, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Judith Tangalin, Interim 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 2023 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 annual fleet vehicles and equipment procurement budget for FY 2021 and FY 2022 was $5,239,955 and $5,980,534, respectively. The FY 2023 Budget includes $7,281,454 for fleet replacement and $614,712 for added fleet for a total of $7,896,166.

The added fleet budget includes four vehicles for the Animal Services Division to be used for the new Fort Hood Program ($334,212), three vehicles for the Police Department's new Downtown Community Engagement Unit ($183,800), and two vehicles for the Water & Sewer Department's new Water Quality Program ($96,700). This request includes 65 units of fleet approved to be purchased during the FY 2023 Budget process, including the nine added units. The 56 units of fleet that are being replaced have exceeded their useful life and have an average age of 11 years and average mileage of 100,000. The number of procurements per category is listed below:

Category	Description	Qty.
Animal Services	5 Trucks	5
Aviation	2 Trucks, 1 Tractor	3
Development Service	1 Truck, 1 SUV	2
Public Safety	21 Interceptors, 3 Ambulances, 4 Trks, 1 Sedan, 1 SUV,1 UTV	31
Public Works	12 Trucks, 8 Refuse Trucks, 1 Forklift, 1 Street Sweeper,1 SUV	23
Recreation Services	1 Skid Steer	1
Total	65	

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 and equipment for various departments through cooperative contracts and a sole source exemption. Purchases made through a cooperative contract and sole source exemption are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F and Texas Local Government Code (TLGC) section 252.022.

FINANCIAL IMPACT:

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

Category	**FY22**
Animal Services	$364,100.00
Aviation	$209,213.02
Development Services	$73,705.00
Public Safety	$3,060,608.33
Public Works	$4,003,479.50
Recreation Services	$115,864.80
Total	$7,826,970.65

The purchase pricing from ASCO utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative is as follows:

Division	**Make/Model**	**Units**	**Cost**	**Total Cost**
Parks	Case TV450B Skid Steer w/Attach	1	$115,864.80	$115,864.80
SW Recycle	Doosan Forklift	1	$40,702.40	$40,702.40

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

Division Make/Model Units Cost Total Cost

Bldg & Insp	Chevrolet 1500 Truck	1	$44,920.00	$44,920.00
Drainage	Chevrolet 2500 Truck	1	$49,570.00	$49,570.00
Drainage	Chevrolet 3500 Flat Bed Truck	1	$58,775.00	$58,775.00
Drainage	Chevrolet 3500 Truck	1	$53,770.00	$53,770.00
KFHRA	Chevrolet 2500 Flat Bed Truck	1	$53,675.00	$54,075.00*
Police	Chevrolet Malibu	1	$33,495.00	$33,495.00
Police	Chevrolet 1500 Truck	1	$49,775.00	$49,775.00
San Sewer	Chevrolet 2500 Utility Body Truck	2	$61,470.00	$122,940.00
W & S Ops	Chevrolet 1500 Truck	3	$46,480.00	$139,440.00
W & S Ops	Chevrolet 2500 Utility Body Truck	1	$61,470.00	$61,470.00

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

The purchase pricing from Chastang Enterprises, Inc. utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
KFHRA	2022 Ford F150 Truck	1	$34,373.00	$34,373.00
SW Comm.	Autocar/McNeilus Front Loader	1	$360,364.00	$360,364.00
SW Comm.	Autocar/McNeilus Front Loader	1	$354,864.00	$355,264.00*
SW Res.	Autocar/BTE Auto Side Loader	3	$393,611.00	$1,180,833.00
SW Res.	Autocar/BTE Auto Side Loader	1	$399,111.00	$399,111.00
SW Transfer	Autocar DC64/Galbreath Roll-Off	1	$236,071.00	$236,071.00

*Includes $400.00 BuyBoard fee for all Chastang Enterprises, Inc. purchases

The purchase pricing from Doggett Freightliner of South Texas, LLC utilizing The Interlocal Purchasing System (TIPS) Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
SW Res.	Freightliner/McNeilus Rear Loader	1	$261,109.10	$261,109.10
Transportation	Bergkamp FP5 Flameless Patcher	1	$273,175.00	$273,175.00

The purchase pricing from Firetrucks Unlimited, LLC. utilizing the Sourcewell Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
Fire Rebel	Brush/Booster Truck	1	$234,371.15	$234,371.15

The purchase pricing from Polaris Sales, Inc. utilizing the Sourcewell Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
Police	Ranger Crew SP570	1	$16,377.50	$16,377.50

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

Division	Make/Model	Units	Cost	Total Cost
Animal Serv	Ford F250 Truck	1	$49,220.00	$49,220.00
Animal Serv	Ford F250 Truck w/Module	4	$78,720.00	$314,880.00
Code Enf	Ford Escape	1	$28,785.00	$28,785.00

Police	Ford Explorer	1	$44,875.00	$44,875.00
Utility Coll	Ford F150 Truck	1	$42,890.00	$42,890.00
Utility Coll	Ford F150 Truck	1	$38,450.00	$38,450.00
W & S Engr	Ford Escape	1	$28,785.00	$29,185.00*

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

The purchase pricing from Silsbee Ford utilizing The Interlocal Purchasing System (TIPS) Cooperative is as follows:

Division	**Make/Model**	**Units**	**Cost**	**Total Cost**
Police	Ford F150 Responder Truck - K9	2	$86,542.58	$173,085.16
Police	Ford Explorer Interceptor Hybrid	5	$85,255.09	$426,275.45
Police	Ford Explorer Interceptor	15	$77,535.59	$1,163,033.85
Police	Ford Explorer Interceptor - Totaled	1	$75,077.77	$75,077.77

The truck purchase pricing from Sterling McCall Ford utilizing the Houston-Galveston Area Council (HGAC)Buy Cooperative and the cot & Power Load system from Stryker as a sole source vendor is as follows:

Division	**Make/Model**	**Units**	**Cost**	**Total Cost**
Fire	Ford F450 Ambulance Re-Mount	3	$226,597.00	$680,391.00*
Fire	Stryker Cot and Power Load System	3	$54,617.15	$163,851.45
Total Cost		**3**	**$281,214.15**	**$844,242.45**

*Includes $600.00 HGACBuy fee for all Sterling McCall Ford purchases

The purchase pricing from TYMCO Inc. utilizing the Houston-Galveston Area Council (HGAC)Buy Cooperative is as follows:

Division	**Make/Model**	**Units**	**Cost**	**Total Cost**
Transportation	TYMCO Model 600 Sweeper	1	$300,360.00	$300,360.00

The purchase pricing from United AG and Turf utilizing the Sourcewell Cooperative is as follows:

Division	**Make/Model**	**Units**	**Cost**	**Total Cost**
KFHRA	JD 6105E Tractor, M20 Cutter, & FEL	1	$120,765.02	$120,765.02

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
Animal Services	349-8855-493.61-10	$364,100.00	$373,712.00
Aviation	523-8805-493.61-10	$88,448.00	$101,700.00
Aviation	523-8805-493.61-35	$120,765.02	$130,000.00
Development Services	349-8840-493.61-10	$73,705.00	$75,000.00
Fire	349-8870-493.61-10	$1,078,613.60	$1,087,250.00
Police	349-8860-493.61-10	$1,965,617.23	$1,967,412.00
Police	349-8860-493.61-35	$16,377.50	$16,500.00
Public Works - Drainage	375-8834-493.61-10	$162,115.00	$164,326.00
Public Works - Solid Waste	388-8834-493.61-35	$2,833,454.50	$2,833,455.00
Public Works -Transportation	349-8834-493.61-35	$573,535.00	$573,945.00
Public Works - Water & Sewer	387-8834-493.61-10	$434,375.00	$452,866.00
Recreation Services	349-8830-493.61-35	$115,864.80	$120,000.00
Total	$7,826,970.65	$7,896,166.00	

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 the fleet vehicles and equipment in the amount of $7,826,971 and authorize the City Manager or designee to execute change orders in accordance with state and local law.

DEPARTMENTAL CLEARANCES:

Aviation
Development Services
Fire
Police
Public Works
Recreation
Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Quotes
Certificates of Interested Parties

Buy Board Quote

ASSOCIATED SUPPLY COMPANY, INC.

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

Vendor: Associated Supply Company, Inc.
Phone: 254.931.1806
Fax:

Prepared By: Austin Jackson
Mobile: 254.931.1806
Email: ajackson@ascoeq.com

Date Prepared: 9.14.2022

Government Agency: **City of Killeen**

Quote is good through 10/31/2022

Ship To: PO Box 1329
Killeen Tx 76540

Bill To:

Contacts' Name: Grant Roach
Email: groach@killeentexas.gov

Phone: 254.501.7798
Fax:

Product Description: Case TV450B w/Attachments

Contract: **597-19**

I. Price List Dated:

Base Price: **$ 139,860.00**

II: Base Bid Options (Itemized Below)

Limited Cab Package (Enclosed Cab w/HVAC)	included		- 48" 4K Capacity Pallet Fork Attachment (Forklift Tines	$	1,560.00
- EH Pilot Controls w/LCD Display	included		- Striker 4M Hydraulic Breaker Attachment	$	9,500.00
- 2 Speed	included		- 78" High Flow Brush Cutter/Shredder	$	9,800.00
- Enhanced High Flow Hydraulics	included		- 4 in 1 Bucket	$	7,200.00
- Heavy Duty Rear Door	included				
- Hydraulic Quick Coupler	included				
- 8" LCD Display	included				
- Air Ride Suspension Seat	included				
- Heavy Duty Lights	included				
- Lexan Demo Door	included				
- 84" Bucket	included				
SUB-TOTAL:	$ 139,860.00		**SUB-TOTAL:**	$	28,060.00
			Options List Price Total:	$	167,920.00
III. SUB-TOTAL OF I & II				$	167,920.00
IV. Discount:	31.00%	$ 52,055.20	**CONTRACT PRICE:**	$	115,864.80
V: NON-BASE OPTIONS			**Non-Base Options (%) =**		0
				$	-
				$	-
SUB-TOTAL:	$ -		**SUB-TOTAL:**	$	-
VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)				$	-
VII: TOTAL IV + VI				$	115,864.80
VIII: QUANTITY ORDERED UNITS:	1			$	115,864.80
IX: TRADE-IN OR OTHER CREDIT(S):					
			TOTAL:	$	115,864.80

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454

BuyBoard Quote **ASSOCIATED SUPPLY COMPANY, INC.**

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

BuyBoard Vendor:	Asscociated Supply	**Prepared By:**	Geroge Schoepf
	Belton, Texas 76513	**Mobile:**	254-444-0552
Phone:	854-619-1500	**Email:**	gschoepf@ascoeq.com
Fax:			
		Date Prepared:	6/16/2022
Government Agency:	**City of Killeen**		
Ship To:	**2003 Little Nolan Rd.**	**Bill To:**	**101 N. College Street**
	Killeen, TX 76541		Killeen, TX 76541
Contacts' Name:	Grant Roach	**Phone:**	254-501-7798
Email:	groach@killeentexas.gov	**Fax:**	
Product Description:	Doosan D25S-7	**BuyBoard Contract:**	**597-19**
I. Price List Dated:	1/4/2022	**Base Price:**	62,608.00

II: Base Bid Options (Itemized Below)

189" FFT mast	$ 8,036.00	Solid Tires - Steer	$ 127.00
Hang on sideshifter	$ 1,227.00	Cup Holder	$ 74.00
Tilt cylinders	$ 591.00	Amber Strobe	$ 368.00
43" Carriage	$ 1,253.00	4-Way Hydraulics for SS and other attachment	$ 1,750.00
Load backrest	$ 182.00		
Back up alarm	$ 383.00		
41" Forks	$ 623.00		
One rear light	$ 131.00		
Hydraulics - 4th Function	$ 682.00		
Solid Tires - Front	$ 801.00		
SUB-TOTAL:	$ 13,909.00	**SUB-TOTAL:**	$ 2,319.00
		Options List Price Total:	$ 16,228.00
III. SUB-TOTAL OF I & II			$ 78,836.00
IV. BuyBoard Discount:	10.00% $ 7,883.60	**BUYBOARD CONTRACT PRICE:**	$ 70,952.40
V: NON-BASE OPTIONS		**Non-Base Options (%) =**	0
SUB-TOTAL:	$ -	**SUB-TOTAL:**	$ -
VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)			$ -
VII: TOTAL IV + VI			$ 70,952.40
VIII: QUANTITY ORDERED UNITS:	1		$ 70,952.40
IX: TRADE-IN OR OTHER CREDIT(S):	$ 30,250.00 Special Discount		$ 30,250.00
		TOTAL:	$ 40,702.40

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454

QUOTE# BLDG & INSP **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 15, 2022	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 87-3266036
Product Description: 2023 CHEVROLET 1500 SILVERADO 4X2 CREW CAB CC10543	

A Base Price & Options:	$44,920

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC - BLDG & INS	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

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)	$44,920
Quantity Ordered	1
Subtotal E	$44,920
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE (INCL W/KFHRA)	INCL
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$44,920

Estimated Delivery Date:	**360 DAYS APPX**

QUOTE# DRAINAGE1 **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 15, 2022	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 87-3266036
Product Description: 2023 CHEVROLET 2500HD SILVERADO 4X4 CREW CAB SWB CK20743	

A Base Price & Options:	$49,570

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC - DRAINAGE1	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

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)	$49,570
Quantity Ordered	1
Subtotal E	$49,570

F Non-Equipment Charges (Trade-In, Warranty, Etc…)

BUY BOARD FEE (INCL W/KFHRA)	INCL
G. Color of Vehicle: WHITE	

H. Total Purchase Price (E+F)		**$49,570**
	Estimated Delivery Date:	**360 DAYS APPX**

QUOTE# DRAINAGE2 **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 15, 2022	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 87-3266036
Product Description: 2023 CHEVROLET 3500HD SILVERADO 4X4 CREW CAB W/FLATBED CK30943	

A Base Price & Options:	$58,775

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC - DRAINAGE2	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

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)	$58,775
Quantity Ordered	1
Subtotal E	$58,775
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE (INCL W/KFHRA)	INCL
G. Color of Vehicle: WHITE	

H. Total Purchase Price (E+F)	**$58,775**
Estimated Delivery Date:	**360 DAYS APPX**

QUOTE# DRAINAGE3 **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 15, 2022	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 87-3266036
Product Description: 2023 CHEVROLET 3500HD SILVERADO 4X4 CREW CAB LWB CK30943	

A Base Price & Options:	$53,770

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC - DRAINAGE3	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	
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)	$53,770
Quantity Ordered	1
Subtotal E	$53,770
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE (INCL W/KFHRA)	INCL
G. Color of Vehicle: WHITE	

H. Total Purchase Price (E+F)	**$53,770**
Estimated Delivery Date:	**360 DAYS APPX**

QUOTE# KFHRA **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 15, 2022	**Address: P. O. Box 27, Caldwell, TX 77836**
Contract Number: BUY BOARD #601-19	**Tax ID # 87-3266036**
Product Description: 2023 CHEVROLET 2500HD SILVERADO 4X2 CREW CAB W-FLATBED CC20943	

A Base Price & Options:	**$53,675**

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC - KFHRA	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

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)	**$53,675**
Quantity Ordered	**1**
Subtotal E	**$53,675**

F Non-Equipment Charges (Trade-In, Warranty, Etc…)

BUY BOARD FEE (INCL W/KFHRA)	**$400**
G. Color of Vehicle: WHITE	

H. Total Purchase Price (E+F)		**$54,075**
	Estimated Delivery Date:	**360 DAYS APPX**

QUOTE# POLICE **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 15, 2022	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 87-3266036
Product Description: 2023 CHEVROLET MALIBU LS 1ZC69	

A Base Price & Options:	$33,495

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC - POLICE	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

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)	$33,495
Quantity Ordered	1
Subtotal E	$33,495
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE (INCL W/KFHRA)	INCL
G. Color of Vehicle: MINERAL GRAY OR EQUAL	
H. Total Purchase Price (E+F)	$33,495

Estimated Delivery Date:	**360 DAYS APPX**

QUOTE# POLICE **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 15, 2022	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 87-3266036
Product Description: 2023 CHEVROLET 1500 SILVERADO 4X2 CREW CAB CC10543	

A Base Price & Options:	$49,775

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC - POLICE, 2.7L-TURBO, #904 W-TONNEAU & LIGHTS	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	
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)	$49,775
Quantity Ordered	1
Subtotal E	$49,775

F Non-Equipment Charges (Trade-In, Warranty, Etc…)

BUY BOARD FEE (INCL W/KFHRA)	INCL
G. Color of Vehicle: NORTHSKY BLUE	

H. Total Purchase Price (E+F)	**$49,775**

Estimated Delivery Date:	**360 DAYS APPX**

QUOTE# SAN SEWER **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 15, 2022	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 87-3266036

Product Description: 2023 CHEVROLET 2500HD SILVERADO 4X4 CREW CAB W-UTL CK20943

A Base Price & Options:	$61,470

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC - SAN SEWER	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

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)	$61,470
Quantity Ordered	2
Subtotal E	$122,940
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE (INCL W/KFHRA)	INCL
G. Color of Vehicle: WHITE	

H. Total Purchase Price (E+F)		**$122,940**
	Estimated Delivery Date:	**360 DAYS APPX**

QUOTE# W&S OPS **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 15, 2022	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 87-3266036
Product Description: 2023 CHEVROLET 1500 SILVERADO 4X4 DOUBLE CAB SWB CK10753	

A Base Price & Options:	$46,480

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC - W&S OPS	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

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)	$46,480
Quantity Ordered	3
Subtotal E	$139,440
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE (INCL W/KFHRA)	INCL
G. Color of Vehicle: WHITE	

H. Total Purchase Price (E+F)		**$139,440**
	Estimated Delivery Date:	**360 DAYS APPX**

QUOTE# W&S OPS **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 15, 2022	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 87-3266036
Product Description: 2023 CHEVROLET 2500HD SILVERADO 4X4 CREW CAB W-UTL CK20943	

A Base Price & Options:	$61,470

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC - W&S OPS	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

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)	$61,470
Quantity Ordered	1
Subtotal E	$61,470
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE (INCL W/KFHRA)	INCL
G. Color of Vehicle: WHITE	

H. Total Purchase Price (E+F)		**$61,470**
	Estimated Delivery Date:	**360 DAYS APPX**

CHASTANG ENTERPRISES HOUSTON LLC / DBA CHASTANG FORD

BUYBOARD 601-19

End User: CITY OF KILLEEN
Contact: GRANT
Phone/email:
Product Description: 2022 F150

Chastang Rep: JACKIE RUDY
Phone/fax: 713-678-5056
Date: Monday, August 15, 2022
email: jrudy@chastangford.com

A. Item Number: 123 **A. Base Price:** $ 21,968.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CC1	CREW CAB UPGRADE	$ 5,495.00			
101A	101A EQUIPMENT GROUP	$ 920.00			
53B	CLASS IV HITCH	$ 315.00			
99B	3.3L V6	$ 2,335.00			
44G	10 SPD AUTO	INCLD			
QD1	QUICK DELIVERY OUT OF STOCK	$ 1,995.00			
	DELIVERY TO KILLEEN	$ 595.00			
FLR1	FLOOR PLAN INTEREST	$ 350.00			

Total of B. Published Options: $ 12,005.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D.	**Pre-delivery Inspection:**	$ -
E.	**Texas State Inspection:**	$ -
F.	**Manufacturer Destination/Delivery:**	
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ -
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
I.	**Contract Price Adjustment:**	$ -
J.	**Additional Delivery Charge:** 0 **miles**	$ -
K.	**Subtotal:**	$ 33,973.00
L.	**Quantity Ordered** 1 **x K =**	$ 33,973.00
M.	**Trade in:**	
N.	**BUYBOARD FEE**	$ 400.00
O.	**TOTAL PURCHASE PRICE**	$ 34,373.00

Chastang AUTOCAR

Chastang Enterprises, Inc.
P.O.Box 21127
Houston, TX 77226-1127
713.678.5000

TEXAS LOCAL GOVERNMENT PUCHASING COOPERATIVE

CUSTOMER:	City of Killeen	QUOTE DATE:	7/13/2022
CONTACT	Grant Roach	QUOTED BY:	John Chastang
PHONE:	254-501-7798	PHONE:	Office: 713-678-5042 Cell: 281-460-7518
EMAIL:	groach@killeentexas.gov	EMAIL:	jnchastang@chastangford.com

ITEM DESCRIPTION:	2023 Autocar ACX64 with Mcneilus 40yd Front Load Refuse Body						
CONTRACT:	BuyBoard	PROPOSAL NO.	601-19	ITEM NO.	3	ITEM PRICE:	51782

CHASSIS EQUIPMENT

STANDARD EQUIPMENT
12 Month Chassis Warranty
Tilt/Telescope steering column; Integral Heat & A/C w/ defrost
5 Min. Engine idle shutdown

STANDARD EQUIPMENT
Technician Training
Service Manuals, Electrical & Air Schematics
Autocar Solutions 24/7 Tech Support

PUBLISHED OPTIONS
AM/FM CD stereo
Two Stage Air Cleaner
Allison 4500 Series Transmission
Pre-Engineered Chassis Layout
Double Frame
Cummins X12 350HP Diesel
46,000 Rear Axle
Dual Power Windows
Trans Auto Neutral
16.5x8.62 Rear Brakes
Heated remote mirrors
Front cab guard
Transmission retarder
Battery Box with Aluminum Lid
Central manifold air drain
Advanced diagnostic dash display w/ schematics
Dual fire extinguishers
Front load refuse body

PUBLISHED OPTIONS	
Trans PTO Prep Kit	
High back air ride driver's seat	
Floorplan charges	
22,000 # Front suspension w/ auxilliary load cushions	
RH Vertical Exhaust	
Synthetic Rear Axle Lube	
Overhang over 56"	
Integrated Body Control Compartment	
5 Year Transmission Warranty	
5 Year Cummins Extended Warranty	
5 Year Aftertreatment Warranty	
46,000 # rear suspension	
1810 Series main driveshaft	
16.5x7" Refuse front brakes	
Heated fuel water seperator	
Center console with wire basket storage container	
Early pay discount	
Fleet discount	
CHASSIS OPTIONS	152677
CHASSIS TOTAL	204459

BODY EQUIPMENT

BODY VENDOR:	McNeilus	PROPOSAL NO.		ITEM NO.		ITEM PRICE:	155905
BODY MFG:	McNeilus	MODEL:	Atlantic Model 29	TYPE:	Front Load	CAPACITY:	40 yd

OPTIONAL EQUIPMENT	COST
See attachments for detailed specs on	
chassis and body	

Early Pay Discount	COST
Early pay discount included $2500.00/ chassis	
BODY OPTIONS	0
BODY TOTAL	0

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: Info@buyboard.com

ESTIMATED DELIVERY	Approx. 420 Days

UNIT PRICE	360364
QUANTITY	1
CONTRACT FEE (Per PO))	0
TOTAL PURCHASE	$ 360,364.00

Chastang AUTOCAR

Chastang Enterprises, Inc.
P.O.Box 21127
Houston, TX 77226-1127
713.678.5000

TEXAS LOCAL GOVERNMENT PUCHASING COOPERATIVE

CUSTOMER:	City of Killeen	QUOTE DATE:	5/18/2022
CONTACT	Grant Roach	QUOTED BY:	John Chastang
PHONE:	254-501-7798	PHONE:	Office: 713-678-5042 Cell: 281-460-7518
EMAIL:	groach@killeentexas.gov	EMAIL:	jnchastang@chastangford.com

ITEM DESCRIPTION:	2023 Autocar ACX64 with Mcneilus 40yd Front Load Refuse Body						
CONTRACT:	BuyBoard	PROPOSAL NO.	601-19	ITEM NO.	3	ITEM PRICE:	51782

CHASSIS EQUIPMENT

STANDARD EQUIPMENT
12 Month Chassis Warranty
Tilt/Telescope steering column; Integral Heat & A/C w/ defrost
5 Min. Engine idle shutdown

STANDARD EQUIPMENT
Technician Training
Service Manuals, Electrical & Air Schematics
Autocar Solutions 24/7 Tech Support

PUBLISHED OPTIONS
AM/FM CD stereo
Two Stage Air Cleaner
Allison 4500 Series Transmission
Pre-Engineered Chassis Layout
Double Frame
Cummins X12 350HP Diesel
46,000 Rear Axle
Dual Power Windows
Trans Auto Neutral
16.5x8.62 Rear Brakes
Heated remote mirrors
Front cab guard
Transmission retarder
Battery Box with Aluminum Lid
Central manifold air drain
Advanced diagnostic dash display w/ schematics
Dual fire extinguishers
Front load refuse body

PUBLISHED OPTIONS	
Trans PTO Prep Kit	
High back air ride driver's seat	
Floorplan charges	
22,000 # Front suspension w/ auxilliary load cushions	
RH Vertical Exhaust	
Synthetic Rear Axle Lube	
Overhang over 56"	
Integrated Body Control Compartment	
5 Year Transmission Warranty	
5 Year Cummins Extended Warranty	
5 Year Aftertreatment Warranty	
46,000 # rear suspension	
1810 Series main driveshaft	
16.5x7" Refuse front brakes	
Heated fuel water seperator	
Center console with wire basket storage container	
Early pay discount	
Fleet discount	
CHASSIS OPTIONS	147177
CHASSIS TOTAL	198959

BODY EQUIPMENT

BODY VENDOR:	McNeilus	PROPOSAL NO.		ITEM NO.		ITEM PRICE:	155905
BODY MFG:	McNeilus	MODEL:	Atlantic Model 29	TYPE:	Front Load	CAPACITY:	40 yd

OPTIONAL EQUIPMENT	COST
See attachments for detailed specs on	
chassis and body	

Early Pay Discount	COST
Early pay discount included $2500.00/ chassis	
BODY OPTIONS	0
BODY TOTAL	0

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: info@buyboard.com

ESTIMATED DELIVERY	Approx. 420 Days

UNIT PRICE	354864
QUANTITY	1
CONTRACT FEE (Per PO))	400
TOTAL PURCHASE	$ 355,264.00

Chastang AUTOCAR

Chastang Enterprises, Inc.
P.O.Box 21127
Houston, TX 77226-1127
713.678.5000

TEXAS LOCAL GOVERNMENT PUCHASING COOPERATIVE

CUSTOMER:	City of Killeen	QUOTE DATE:	8/8/2022
CONTACT	Grant Roach	QUOTED BY:	John Chastang
PHONE:	254-501-7798	PHONE:	Office: 713-678-5042 Cell: 281-460-7518
EMAIL:	groach@killeentexas.gov	EMAIL:	jnchastang@chastangford.com

ITEM DESCRIPTION:	2023 Autocar ACX64 with Automated Side Load Refuse Body						
CONTRACT:	BuyBoard	PROPOSAL NO.	601-19	ITEM NO.	3	ITEM PRICE:	51782

CHASSIS EQUIPMENT

STANDARD EQUIPMENT
12 Month Chassis Warranty
Tilt/Telescope steering column; Integral Heat & A/C w/ defrost
5 Min. Engine idle shutdown

STANDARD EQUIPMENT
Technician Training
Service Manuals, Electrical & Air Schematics
Autocar Solutions 24/7 Tech Support

PUBLISHED OPTIONS
AM/FM CD stereo
Two Stage Air Cleaner
Allison 4500 Series Transmission
Pre-Engineered Chassis Layout
Double Frame
Cummins X12 350HP Diesel
46,000 Rear Axle
Dual Power Windows
Trans Auto Neutral
16.5x8.62 Rear Brakes
Heated remote mirrors
Exterior sun visor
Transmission retarder
Battery Box with Aluminum Lid
Central manifold air drain
Advanced diagnostic dash display w/ schematics
Dual fire extinguishers
Automated side load refuse body

PUBLISHED OPTIONS	
Trans PTO Prep Kit	
High back air ride driver's seat	
Floorplan charges	
Right hand drive cab	
LH Vertical Exhaust	
Synthetic Rear Axle Lube	
Overhang over 56"	
Integrated Body Control Compartment	
5 Year Transmission Warranty	
5 Year Cummins Extended Warranty	
5 Year Aftertreatment Warranty	
46,000 # rear suspension	
1810 Series main driveshaft	
16.5x7" Refuse front brakes	
Heated fuel water seperator	
Center console with wire basket storage container	
Early pay discount	
Fleet discount	
CHASSIS OPTIONS	341829
CHASSIS TOTAL	393611

BODY EQUIPMENT

BODY VENDOR:	B.T.E	PROPOSAL NO.		ITEM NO.		ITEM PRICE:	0
BODY MFG:	G&H	MODEL:	Scorpion	TYPE:	Automated	CAPACITY:	31

OPTIONAL EQUIPMENT	COST
See attachments for detailed specs on chassis	
and body	

Early Pay Discount	COST
Early pay discount included $2500.00/ chassis	
BODY OPTIONS	0
BODY TOTAL	0

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: info@buyboard.com

ESTIMATED DELIVERY	Approx. 420 Days

UNIT PRICE	393611
QUANTITY	3
CONTRACT FEE (Per PO))	0
TOTAL PURCHASE	$ 1,180,833.00

Chastang AUTOCAR

Chastang Enterprises, Inc.
P.O.Box 21127
Houston, TX 77226-1127
713.678.5000

TEXAS LOCAL GOVERNMENT PUCHASING COOPERATIVE

CUSTOMER:	City of Killeen	QUOTE DATE:	8/8/2022
CONTACT	Grant Roach	QUOTED BY:	John Chastang
PHONE:	254-501-7798	PHONE:	Office: 713-678-5042 Cell: 281-460-7518
EMAIL:	groach@killeentexas.gov	EMAIL:	jnchastang@chastangford.com

ITEM DESCRIPTION:	2023 Autocar ACX64 with Automated Side Load Refuse Body						
CONTRACT:	BuyBoard	PROPOSAL NO.	601-19	ITEM NO.	3	ITEM PRICE:	51782

CHASSIS EQUIPMENT

STANDARD EQUIPMENT
12 Month Chassis Warranty
Tilt/Telescope steering column; Integral Heat & A/C w/ defrost
5 Min. Engine idle shutdown

STANDARD EQUIPMENT
Technician Training
Service Manuals, Electrical & Air Schematics
Autocar Solutions 24/7 Tech Support

PUBLISHED OPTIONS
AM/FM CD stereo
Two Stage Air Cleaner
Allison 4500 Series Transmission
Pre-Engineered Chassis Layout
Double Frame
Cummins X12 350HP Diesel
46,000 Rear Axle
Dual Power Windows
Trans Auto Neutral
16.5x8.62 Rear Brakes
Heated remote mirrors
Exterior sun visor
Transmission retarder
Battery Box with Aluminum Lid
Central manifold air drain
Advanced diagnostic dash display w/ schematics
Dual fire extinguishers
Automated side load refuse body

PUBLISHED OPTIONS	
Trans PTO Prep Kit	
High back air ride driver's seat	
Floorplan charges	
Right hand drive cab	
LH Vertical Exhaust	
Synthetic Rear Axle Lube	
Overhang over 56"	
Integrated Body Control Compartment	
5 Year Transmission Warranty	
5 Year Cummins Extended Warranty	
5 Year Aftertreatment Warranty	
46,000 # rear suspension	
1810 Series main driveshaft	
16.5x7" Refuse front brakes	
Heated fuel water seperator	
Center console with wire basket storage container	
Early pay discount	
Fleet discount	
CHASSIS OPTIONS	347329
CHASSIS TOTAL	399111

BODY EQUIPMENT

BODY VENDOR:	B.T.E	PROPOSAL NO.		ITEM NO.		ITEM PRICE:	0
BODY MFG:	G&H	MODEL:	Scorpion	TYPE:	Automated	CAPACITY:	31

OPTIONAL EQUIPMENT	COST
See attachments for detailed specs on chassis	
and body	

Early Pay Discount	COST
Early pay discount included $2500 00/ chassis	
BODY OPTIONS	0
BODY TOTAL	0

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: info@buyboard.com

ESTIMATED DELIVERY	Approx. 420 Days

UNIT PRICE	399111
QUANTITY	1
CONTRACT FEE (Per PO))	0
TOTAL PURCHASE	$ 399,111.00

Chastang AUTOCAR

Chastang Autocar
6200 N. Loop East
Houston, TX 77026
713.678.5000

TEXAS LOCAL GOVERNMENT PUCHASING COOPERATIVE

CUSTOMER:	City of Killeen	QUOTE DATE:	7/18/2022
CONTACT	Frank Tydlacka	QUOTED BY:	John Chastang
PHONE:	254-501-7789	PHONE:	713-678-5042 281-460-7518
EMAIL:	ftydlacka@killeentexas.gov	EMAIL:	jnchastang@chastangford.com

ITEM DESCRIPTION:	2023 Autocar DC64 conventional cab with a Galbreath Rolloff hoist body						
CONTRACT:	BuyBoard	PROPOSAL NO.	601-19	ITEM NO.	4A	ITEM PRICE:	89312

CHASSIS EQUIPMENT

STANDARD EQUIPMENT
112" BBC Conventional Cab
Numbered wiring harnesses
Integrated Air Conditioning
5 Min Indle Shutdown

STANDARD EQUIPMENT
Technician Training
Service Manuals, Electrical & Air Schematics
Autocar Solutions 24/7 Tech Support
Tilt/Telescoping Column

OPTIONAL EQUIPMENT INCLUDED
Cummins X12 430Hp 12L 1650 # ft. torque diesel engine
Allison 4500 Series 6-Speed Transmission
160,000 PSI Heavy duty frame
46,000 Rear Axle with 4.89 ratio
Heated remote mirrors
Cummins C-Brake engine brake
20,000 # Front Axle
Integral air conditioning with Dual evaporators
Backup alarm
Dual Shepherd power steering gears rated at 23,000 #
Power windows & power locks
High capacity 1300 sq in aluminum radiator
20,000 # Front suspension
Central air drain manifold
High back air ride driver's seat
Air ride passenger seat
5 Year transmission warranty

OPTIONAL EQUIPMENT INCLUDED
4 Wheel locking differential
Fuel/Water Seperator
Heated Air Dryer
AM/FM Weather band & USB stereo
25 cfm air compressor
46,000 Rear Suspension
85 Gallon aluminum fuel tank
160 amp Delco Remi 36SI alternator
5 Year Cummins Engine Warranty
5 Year Cummins Aftertreatment Warranty
315/80R22.5 20 ply front & 11R22.5 16ply rear tires
6 Additional switches 3 wired to power 3 to accessory
Aluminum wheels
See attachments for detailed specs on chassis & body

CHASSIS OPTIONS	87892
CHASSIS TOTAL	177204

BODY EQUIPMENT

BODY VENDOR:	Wastequip	PROPOSAL NO.		ITEM NO.		ITEM PRICE:	58867
BODY MFG:	Galbreath	MODEL:	U5-OR-174	TYPE:	Rolloff Hoist	CAPACITY:	60,000 #

OPTIONAL EQUIPMENT	COST

OPTIONAL EQUIPMENT	COST
BODY OPTIONS	0
BODY TOTAL	0

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: info@buyboard.com

ESTIMATED DELIVERY	Chassis on order now ,November 2022

UNIT PRICE	236071
QUANTITY	1
CONTRACT FEE (per PO)	0
TOTAL PURCHASE	236071

DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

1701 Smith Rd.
Austin, Texas 78721

Bus: 512-389-0000
Fax: 512-389-2663

INV #:
DATE: 8/4/2022
INVOICE / BUYER'S ORDER

BUYER'S NAME				TELEPHONE	
CITY OF KILLEEN				254-501-7600	
ADDRESS			CITY	STATE	ZIP CODE
101 N COLLEGE ST			KILLEEN	TX	76541
YEAR	MAKE	MODEL/BODY	VIN		LICENSE PLATE
2024	FREIGHTLINER	M2106	TBD		

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN PAGO DOCUMENTAL NO ES UN CARGO OFFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCMENTAL NO PUEDI EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

Disclaimer of Warranties

The above decribed vehicle sold by Freightliner of Ausitn is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a writte warranty by, or service contract with Freightliner of Austin covering the describe vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale,but such vehicle or any of its component parts may be subject to warranty by the manufacuter thereof.

MILEAGE:	
TIPS CONTRACT #200206	
CHASSIS BASE MODEL PRICE	$82,719.00
OPTION CONTENT	$36,521.10
MCNEILUS XC 28 YD. REAR LOADER	$141,869.00

CUSTOMER COPY

MILEAGE:				
YEAR	MAKE	MODEL/BODY	VIN	
MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	

		TOTAL	$261,109.10
PAYOFF TO:		**(Trade Allowance)**	($.00)
ADDRESS:		**TRADING DIFFERENCE**	$261,109.10
TELEPHONE: FAX:		**SALES TAX**	$0.00
GOOD UNTIL:		**DEALER'S INVENTORY TAX**	$0.00
QUOTED BY:		**LICENSE FEE**	$0.00
SHOW LIEN TO:	Body Type:	**DOCUMENTARY FEE**	**$0.00**
ADDRESS:	License Wt.:	**FEDERAL EXCISE TAX**	$0.00
	State Insp.:	**TOTAL SALE PRICE**	$261,109.10
DATED: LIEN AMOUNT $	License:	**PAYOFF ON TRADE**	$0.00
DRAFT FOR $	Title:	**EXT. WARRANTY**	$0.00
DRAFT THRU:	Transfer:	**LESS DEPOSIT**	$0.00
ADDRESS:		**Total Balance Due**	$261,109.10

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale.

La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca contratio y quy aparezca en el contrato de venta . If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrrpairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: _____ **SELLER'S SIGNATURE:** _____ **DATE** _____

FREIGHTLINER

DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

1701 Smith Rd.
Austin, Texas 78721

Bus: 512-389-0000
Fax: 512-389-2663

INV #:
DATE:
INVOICE / BUYER'S ORDER

BUYER'S NAME				TELEPHONE
CITY OF KILLEEN				254 501 7789
ADDRESS		**CITY**	**STATE**	**ZIP CODE**
101 N COLLEGE ST		KILLEEN	TX	76541
YEAR	**MAKE**	**MODEL/BODY**	**VIN**	**LICENSE PLATE**
2024	FREIGHTLINER	M2 106	ORDER	

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

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MILEAGE:	
TIPS CONTRACT 200206	
SELLING PRICE	$87,615.00
BERGKAMP FP5	$185,560.00
PRICE SUBJECT TO CHANGE DUE TO MATERIAL SURCHARGES	

Disclaimer of Warranties

The above decribed vehicle sold by Freightliner of Ausitn is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a writte warranty by, or service contract with Freightliner of Austin covering the describe vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale,but such vehicle or any of its component parts may be subject to warranty by the manufacuter thereof.

MILEAGE:				
YEAR	MAKE	MODEL/BODY	VIN	
MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	

PAYOFF TO:		TOTAL	$273,175.00
ADDRESS:		(Trade Allowance)	($.00)
TELEPHONE: FAX:		TRADING DIFFERENCE	$273,175.00
GOOD UNTIL:		SALES TAX	
QUOTED BY:		DEALER'S INVENTORY TAX	
SHOW LIEN TO:		LICENSE FEE	$0.00
ADDRESS:	Body Type:	DOCUMENTARY FEE	
	License Wt.:	FEDERAL EXCISE TAX	$0.00
	State Insp.:	TOTAL SALE PRICE	$273,175.00
DATED: LIEN AMOUNT $	License:	PAYOFF ON TRADE	$0.00
DRAFT FOR $	Title:	EXT. WARRANTY	$0.00
DRAFT THRU:	Transfer:	LESS DEPOSIT	$0.00
ADDRESS:		Total Balance Due	$273,175.00

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale.

La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca contratio y quy aparezca en el contrato de venta. If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrrpairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: _____ **SELLER'S SIGNATURE:** _____ **DATE** _____

PROPOSAL

REBEL BRUSH TRUCK

Prepared For:

Killeen Fire Dept
201 N 28th St
Killeen, TX 76541
Attn: Jim Kubinski
Phone: +1 2545017660
Email: jkubinski@killeentexas.gov

Prepared By:

REBEL Strike
Henderson, NV 89074
RebelBrushTrucks.com

CONDITION & SCOPE

50.01 General Information

The proposed apparatus will be constructed to withstand severe and continuous circumstances encountered during emergency firefighting operations. The apparatus shall be designed and constructed with consideration to the nature and distribution of the load to be sustained. This proposal details the general design criteria of the cab and chassis, fire body, fire pump, water tank, electrical components, paint and graphics, and equipment. All proposed items shall conform to NFPA 1906, latest edition. The Seller shall furnish satisfactory evidence of the ability to construct, supply service parts, and technical assistance for the proposed apparatus.

CHASSIS

51.01 Seller Provided Chassis

The Seller shall provide the following chassis:
2022 Dodge RAM 5500 Cab/Chassis, Crew Cab, 60" CA, 4X4, Diesel, OEM Red

51.06 Front Bumper & Brush Guard

A heavy-duty bumper with brush guard shall be installed on the front of the apparatus. The complete assembly shall follow the chassis body lines and encompass the perimeter of the chassis front. The bumper shall be coated with a black powder coat finish. The bumper shall provide a solid mounting area for warning lights, speakers, and other specified equipment.

51.09 Electric Winch 12,000 lbs.

A Warn 12-volt electric powered winch shall be permanently installed at the front center bumper extension area. The unit shall include the following:
a) 12,000 lbs. load rating
b) Thermo-metric indicator for motor temperature monitoring
c) Cable roller guide assembly
d) 90 feet of 7/16" diameter galvanized cable and hawse fairlead & safety hook assembly shall be supplied.
e) Winch speed shall be constant with forward and reverse modes controlled with a push button device at the end of 12 feet (12') minimum control cable which connects to the winch through a weatherproof receptacle.

51.11 Nerf Bars

Two (2) 3" black nerf bars shall be installed on the chassis.

51.13 Chassis Protection

Air Intake Ember Guards: The chassis air intake and cabin air filter shall be protected by an ember guard of 18 Mesh, 0.017-inch wire diameter, and a maximum mesh opening of 0.039 inches. The ember guard shall be sized to fit and located at the intake opening. The screen shall be readily accessible for inspection and maintenance.

Fuel Line & Harness Protection: Any fuel lines or electrical harnesses below the chassis frame rails shall be protected with a fireproof sleeve.

BODY & ACCESSORIES

52.02 Fire Apparatus Body REBEL ATX

Body Mounting: Rubber Rail Cushion shall be 1" X 4" X 11" with a 65-durometer hardness rating. Attached cushion to the frame with 12 countersunk bolts 2.50" x 0.375" NC washers and Nylocks. A four position (2 springs each) springer body mounting system shall be used to mount the platform to the chassis. This system shall be designed to allow independent movement between the platform frame and the chassis frame protecting the module from the stresses and twisting rendered by the flexing of the chassis frame. The 2-spring top modules will be attached to the platform long sill with an electrolysis/corrosion barrier. The spring collapse shall be rated at 1250-lbs and 2" of collapse travel. All of the mounting hardware (nuts, bolts, washers) required for complete body installation shall be Grade 8. All nuts shall be self-locking style. All mounting components shall be painted black.

Flatbed Construction: The apparatus body shall consist of a flatbed aluminum construction with overall dimensions of approximately 96” W X 111” L. The body shall be flat with +/- 0.125" deviation over the entire length or width and shall be square with 0.125" or less offset from the opposite parallel side.

Long Sills (LS): Two (2) Long Sills shall run full length in alignment with and perpendicular to the chassis frame rails. LS on bodies shall be rectangular c-channel aluminum alloy 4" H X 2" W X 0.25" wall thickness material.

Cross Sill Member (CSM): CSM on bodies shall be rectangular C-channel aluminum alloy 4" H X 1.50" W X 0.18" wall thickness material. CSM shall be located on maximum 12" centers. CSM to LS welds shall be 100% of the length of the contact edges on two opposing sides of the LS.

Outer Rail: The outer rail shall be rectangular C-channel aluminum alloy 6" tall X 1.90" wide minimum 0.20" wall thickness material. The outer rail shall form the complete bed perimeter without any open or offset seams. The outer rail shall consist of square rear corners.

Platform Deck: The platform deck shall be constructed of 0.125" marine grade aluminum diamond plate. Decking shall be interior perimeter welded to the outer rail, and 6-12 intermittently along the cross sills.

52.02 (CONTINUED) Fire Apparatus Body REBEL ATX

Rear Cab Protection (RCP): One (1) RCP headboard shall be fabricated and installed at the forward end of the apparatus body, directly behind the cab. The RCP frame perimeter shall be rectangular C-channel aluminum alloy 4" tall X 1.5" wide minimum 0.18" wall thickness material. The material will be tapered in a similar fashion to the shape of the chassis cab. One horizontal cross-member located at approximately 0.33" height with 0.125" aluminum diamond tread plate shall be perimeter welded with the tread plate surface forward to the rearward side of the framework on the lower segment. The upper segment shall include a protective framework of 1" X 1" tubing effectively safeguarding the rear window of the chassis cab. The unit shall be attached by a welded rearward gusset and to the lower frame itself by grade 5 bolts. The unit also has twin light bar perches on the top of the bar for easy mounting of emergency light products.

Tailboard: The tailboard shall consist of a framed tail apron integrated with the platform. The apron frame shall be rectangular C-channel aluminum alloy 3" tall X 1.40" wide minimum 0.17" wall thickness material. The interior flat surface of the apron shall consist of 0.125" aluminum smooth plate. The tailboard shall finish with the outside edge of the apron frame even with the corners of the platform. The apron shall house all referenced lighting, steps, and draft tube storage. The apron shall be sufficient in design to grant a departure angle of 24 degrees. The completed tailboard assembly shall meet all other requirements of

NFPA 1906 for angle of departure.

Fuel Tank Filler: The fuel filler-neck and urea filler-neck bezels shall be incorporated into the bed channel outer rail unless using an OEM standalone system. Fuel cap shall not protrude past outer rail. The fuel tank filler shall be mounted in accordance with FMVSS 301. The fuel filler hose shall not touch any rough or sharp surfaces and will have no kinks or restrictions. Hose shall be supported by no more than 16" centers, have at least 6 inches clearance from the rear tire with any amount of suspension travel, and if closer than 12" to the tires, have a shield to protect it from objects that may be thrown from the tires.

Draft Line Storage: Draft hose storage shall be mounted under the platform, between the frame rails of the truck. The draft hose box shall be a minimum of 4.75" tall, 24" wide and 100" deep. The opening is covered with a drop hinged, slam shut, Stainless Steel door with push button latches.

Receiver Hitch: A receiver hitch and attached under bar shall be installed on the chassis frame. The under bar is integrated with the lower section of the rear springer mounting system. Trailer wiring and factory brake controller shall be included.

52.03 Compartments REBEL

Compartment Construction: All storage compartment walls shall be constructed from 0.125" aluminum diamond plate. Internal frame work shall be constructed of .125" formed aluminum structural members. Compartment interiors shall be free of exposed electrical harnesses or plumbing components.

Driver's Side:

Top Front Compartment(s): This compartment shall have approximate dimensions of 72"L X 30"H X 18"D and shall include one (1) compartment with double horizontal hinged doors. This compartment is designed for the storage of long handled tools.

Top Rear Compartment(s): This compartment shall have approximate dimensions of 36"L X 30"H X 18"D with a horizontal hinged overhead lift-up door.

Lower Front Compartment: This compartment shall have approximate dimensions of 36"L X 12"H X 18"D with a horizontal hinged drop door. This compartment shall be attached to the platform by its top.

Passenger's Side:

Top Front Compartment(s): This compartment shall have approximate dimensions of 72"L X 30"H X 18"D and shall include one (1) compartment with double horizontal hinged doors. This compartment is designed for the storage of long handled tools.

Top Rear Compartment(s): This compartment shall have approximate dimensions of 36"W X 12"H X 18"D and shall include a slide out tray.

Lower Front Compartment: This compartment shall have approximate dimensions of 36"L X 12"H X 18"D with a horizontal hinged drop door. This compartment shall be attached to the platform by its top.

Storage Baskets: Two (2) storage Baskets shall be provided and installed above the top front compartments with approximate dimensions of 72"L X 8"H X 18"D. The storage basket shall be constructed of 0.125" aluminum with a punched open mesh material as to allow free air flow from all sides, double folded top 1" section for strength and a solid bottom. Outboard surface on both sides shall be un-punched approximately 5" to accommodate application of vinyl lettering. It shall be open at the top.

They will be mounted by rubber cushion leaving a .125" gap underneath and stainless bolts with nylocks.

52.03 (CONTINUED) Compartments REBEL ATX

Compartment Shelves: Four (4) adjustable shelves shall be installed in the top body compartments. The shelving system shall be mounted on a punched finger style slim-line track to allow the change of elevation. Shelves shall be 17.5” in depth, width of the box, with a 2” peripheral lip. Shelves shall be constructed of aluminum and be capable of supporting 250 lbs. of live load without being damaged or permanently distorted. The shelf locations shall be as follows:
-Two (2) in the D/S top front compartment
-Two (2) in the P/S top front compartment

Compartment Doors: All compartment doors shall be recessed into the compartment body sides. All doors shall be weatherproof and maintain contact with all points of the weather stripping. Weather stripping shall be bulb type, attached to the opening flange of the compartment opening. The doors shall have a cross style break in each door for strength.

Door Latches and Hardware: All compartment door latch assemblies shall be installed with threaded stainless steel fasteners, shall not be welded, and shall be easily removable for servicing or replacement. All door latch assemblies shall be of a flush-mount, "D-handle" design, with all external components fabricated from polished, corrosion resistant stainless steel. All latches shall be of a two-position twist latch type design latching operation. Stainless steel nuts shall be the self-locking type. All latch assemblies shall be keyed alike to 1250. Eight (8) spare keys shall be provided.

Door Hold Devices: All vertically-hinged, outward-opening compartment doors shall be provided with an over center door check to hold the door in the open position. The door check is spring type that when door latch is released the door “springs” to an open position. To release, the spring is moved from the straight position and it folds into the “ready” to open position. It shall be attached to the top of the door and fastened to a plate bolted onto the door. All vertically-hinged, outward opening compartment doors shall be capable of being closed with one hand, allowing a free hand to hold equipment or supplies.

All horizontally-hinged, drop-down, outward-opening compartment doors shall open flat to the surface below. All horizontally-hinged, overhead lift-up, outward opening compartment doors shall be provided with two (2) extending, gas cylinder type hold open devices, one (1) mounted vertically on each side of the compartment door opening. The pressure rating of the gas cylinders shall be carefully matched to the size and weight of the compartment door and shall hold the compartment door securely open to a greater than 90 degree angle without additional support. The gas cylinder hold openers shall dampen the upward movement of the compartment door while opening and will permit closing of the box door without need to release any type of manual locking devices.

52.04 Body Accessories REBEL ATX

Dri-Deck: Dri-Dek shall be installed in all compartment floors and shelves. Dri-Dek provides surface protection and is resistant to fungus, mold, grease, solvents, and most common chemicals.

Mud Flaps: Two (2) flexible rubber mud flaps with manufacturer's stamped logos shall be installed on both sides of the apparatus body behind the rear wheels unless otherwise specified by the Purchaser.

Reflectors: Six (6) Truck-Lite reflectors shall be installed on the apparatus - Two (2) red on each side, rear corners at the outermost practical location, and one (1) amber on each side of the headache rack.

Rear Step: One (1) NFPA-compliant fold down step shall be provided and installed at the rear of the apparatus via the receiver hitch. The step shall be fabricated from heavy duty cast aluminum with spring

assisted hinges. The stepping surface shall be diamond point and skid resistant so water may flow off without ice formation in cold weather use.

Grab Handles: Two (2) NFPA-compliant chrome-plated grab handles shall be provided and mounted at the rear. Location: vertical right side on manifold enclosure, horizontal top on pump panel.

Nozzle, Nozzle Clips, and Holder: One (1) Akron forestry nozzle shall be included per hose reel. A nozzle clip and tool holder shall be installed on the rear of the apparatus body.

Hydrant Wrench Holder: One (1) National Firefighter brand FEQ 148 or equivalent three position captive latching type/hydrant/spanner wrench holder shall be permanently affixed to the rear facing wall of the rear compartment unless otherwise specified by the Purchaser.

Drip Torch: One (1) drip torch with a heavy-duty 15-GA aluminum canister, welded double-bottom, and full-length handle shall be provided. The torch will meet D.O.T. approval for transport of flammable fuel UN#1B1-Y-150 and is painted red to comply with OSHA regulations 29 CFR 1910.144 while meeting USDA Spec 5100-614 and is USFS approved. The torch shall be mounted behind the rear facing wall of the rear compartment unless otherwise specified by the Purchaser.

Wheel Chocks: Two (2) ZICO wheel chocks shall be mounted rearward of the rear wheels. One (1) wheel chock will be mounted on each side of the apparatus.

I-Zone Hose Hooks: Two (2) I-Zone hose hooks shall be provided and installed on the rear of apparatus body.

ELECTRICAL

53.01 Electrical System & Testing

Chassis Electrical System: The commercial chassis electrical system shall be provided as furnished by the original manufacturer. A customized interface shall be provided and designed, so as not to disturb any of the required chassis functions. The necessary interfaces shall only be provided in areas where load management is allowed or with accessory components provided on the chassis.

Body Electrical System: All electrical lines in the body shall be protected by automatic circuit breakers, conveniently located to permit ease of service. Wiring shall be carefully protected from weather elements and snagging. Heavy duty loom shall be used for the entire length. To minimize the risk of thermal damage, wires run in the engine compartment area shall be carefully installed and suitably protected by the installation of heat resistant shielded loom. All lines shall be color coded, easy to identify, oversized for the intended loads and installed in accordance with a detailed diagram. Grommets shall be utilized where wiring passes through panels. Solderless insulated connectors shall be utilized at all splice joints and shall be enclosed with heat shrink tubing for extra corrosion protection. Flashers, heavy solenoids and other major electrical controls shall be located in a central area near the circuit breakers. All electrical equipment shall be installed to conform to the latest federal standards as outlined in NFPA 1901.

Junction Boxes: Two (2) electrical fuse boxes (battery and ignition), for all apparatus modules, connections, relays, circuit breakers, etc. shall be located in the console between the driver and the passenger seats. All connection points shall be labelled according to function.

12-Volt Electrical System Testing and Certification
The apparatus low voltage electrical system shall be tested and certified by the manufacturer. The certification shall be provided with the apparatus. All tests shall be performed with air temperature

between 0F and 110F. The following three (3) tests shall be performed in order.

Test #1-Reserve Capacity Test: The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for 10 minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test failure.

53.01 (CONTINUED) Electrical System & Testing

Test #2-Alternator Performance Test at Idle: The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

Test #3-Alternator Performance Test at Full Load: The total continuous electrical load shall be activated with the engine running up to the engine manufacturers governed speed. The test duration shall be a minimum of 2 hours. Activation of the load management system shall be permitted during this test. However, an alarm sounded due to excessive battery discharge, as detected by the system, or a system voltage of less than 11.8-volts DC for a 12-volt system, for more than 120 seconds, shall be considered a test failure.

Low Voltage Alarm Test
Following completion of the preceding tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm is activated. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.8-volts shall be considered a test failure. The battery system shall then be able to restart the engine.

At time of delivery, documentation shall be provided with the following information:
Electrical system performance test
Nameplate rating of the alternator
An alternator rating at idle while meeting the minimum continuous electrical load
Each component load comprising the minimum continuous electrical load
Additional loads that, when added to the minimum continuous load, determine the total connected load
Each individual intermittent load

53.02 Center Console

The cab shall be equipped with an angled, form-fitted control console located between the front driver's and officer's seats. This console shall be sized to accommodate the installation of a switch panel for the control of the emergency and general illumination lighting, siren controller, and customer-mounted radios. The console shall contain the following components:

One (1) 12V indicator and 2-position 12v power points
One (2) USB charging outlet
One (1) Bracket and pre-wiring for customer-mounted radio
One (1) Grilled area for below surface emergency radio speaker mounting
One (1) Two position cup holder
Two (2) Mic clip brackets
One (1) Pocket storage compartment
One (1) Siren & lighting controller

Electronic Siren, Speaker, & Lighting Controls: A Whelen Model 295SLSA6 200W electronic siren with warning light controls shall be installed in the center console. The siren shall feature 18 scan-lock siren tones and a public address feature with a hardwired microphone. One Whelen SA315 siren speaker shall be installed behind the chassis grill. The electronic siren and speaker shall meet the NFPA required SAE certification. The entire warning light package shall be actuated by the Whelen siren controller located in the center console. The wiring for the warning light package shall engage all lights required for "Clearing Right of Way" mode when the vehicle parking brake is not engaged. An automatic control system shall be provided to switch the warning lights to the "Blocking Right of Way" mode when the vehicle parking brake is engaged.

53.03 Warning Light Package TOMAR

A TOMAR warning lighting package shall be installed on the apparatus. All lights will be controlled from switches in the center console. The package includes the following:

Zone A Upper:
Lightbar w/Traffic Advisor, Take Down & Alley Spots Part # 970L-53D1-1201A TOMAR "Scorpion", 53" fully populated dual color warning lightbar shall be rigidly mounted on the top of rear cab protection headboard.

The lightbar shall be equipped with following:
Dual color 24 LED Corner Flood W/ Alley spots
(6) Dual color front facing red/white 12 LED warning modules
(2) High powered front-facing take downs
(1) 6 LED front-facing steady-burn red
(9) Rear facing 6 LED red and amber warning modules
Built-in traffic advisor
Aluminum chassis
15' Cable

Zone A Lower: Four (4) TOMAR RECT-14, red LED flashers w/ mounting flanges shall be installed on the front of the apparatus, forward facing, two (2) per side in the brush guard. The LED color shall be red.

Zone B/D Front Lower: Two (2) TOMAR iLED combo emergency/scene lights w/ mounting flanges shall be installed over the wheel well of the apparatus chassis, side facing, one (1) per side for use as "forward intersection" lights. The LED color shall be red/white.

Zone B/D Rear Lower: Two (2) TOMAR iLED combo emergency/scene lights w/ mounting flanges shall be installed on the rear sides of the apparatus body, over the rear wheel, side facing one (1) per side, for use as "rear intersection" lights. The color shall be red/white.

Zone B/D Upper: Two (2) TOMAR iLED combo emergency/scene lights w/ mounting flanges shall be installed on the upper storage baskets on the apparatus body, side facing, one (1) per side for use as "rear intersection" lights. The LED color shall be red/white.

Zone C Lower: Two (2) TOMAR iLED combo emergency/scene lights w/ mounting flanges shall be installed on the lower rear of the apparatus, rear facing, one (1) per side. The LED color shall be red/white.

Warning Light System Certification: The warning light system(s) specified above shall not exceed a combined total amperage draw of 45-amps with all lights activated in either the "Clearing Right of Way" or the "Blocking Right of Way" mode. The warning light system(s) shall be certified by the light system manufacturer(s), to meet all of the requirements in the current revision of the NFPA 1901 Fire Apparatus Standard as noted in the General Requirements section of these specifications. The NFPA required

"Certificate of Compliance" shall be provided with the completed apparatus.

53.05 Apparatus Body Lighting

LED Strip Compartment Lights: One (1) 12” LED cargo light, or equivalent shall be provided to illuminate the compartment. Lighting shall be plastic encapsulated, shock resistant, continuous LED light segments. The LED strip lights shall be attached securely on top of each compartment opening. Each compartment light shall be switched with a compartment lighting mechanical door switch. Each compartment light sets shall be switched with a compartment magnetic switch and relay combination. The switch trigger wire shall run up front to the console to the compartment door open warning system on the console. The system shall also hook to the parking brake switch as a stop gap initiation.

Ground/Perimeter Lights - Front Bumper & body: One (1) E-10 Tecniq clear LED shall or equal shall be provided under the front bumper housed within an enclosure sufficient to protect from damage. This light shall operate from one of the chassis upfitter switches. Four (4) E-10 Tecniq clear LED lights or equal shall be provided under the apparatus body, one (1) forward and one (1) aft of the rear wheel wells, both sides of the body. Two (2) 4" Maxxima round LED lights shall be provided under rear of the apparatus body. The lights shall be housed within an enclosure sufficient to protect from damage. The cab and body ground lights shall be equipped with an activation switch on the pump operator's panel.

Cluster/Clearance Lights: Three (3) round ICC LED clearance lights shall be installed at the rear of the apparatus above the bumper. Additional clearance lights shall be provided to conform to DOT, Federal, and NHTSA specifications for vehicles of 80” wide. All lighting shall be compatible with the 12-volt chassis electrical system. Lighting shall be located according to ICC regulations.

Back-Up Lights: Two (2) Truck-lite LED Oval Sealed 24 Diode Pattern, or equivalent, white LED back up lights shall be provided at the rear of the body, one (1) each side, above the rear step. The backup lights shall illuminate when the chassis is placed in reverse gear and/or when the rear flood light switch is activated in the cab.

Turn Signal Lights: Two (2) Truck-lite LED Oval Sealed 24 Diode Pattern, or equivalent, amber LED arrow style turn signal lights shall be provided at the rear of the body, one (1) each side, above the rear step.

Brake/Tail Lights: Two (2) Truck-lite LED Oval Sealed 24 Diode Pattern, or equivalent, red LED combination tail/brake lights shall be provided at the rear of the body, one (1) each side, above the rear step.

License Plate Bracket and Light: A license plate mounting bracket with LED lighting shall be installed at the rear of the body.

53.06 LED Driving Light(s)

Two (2) TOMAR TRX-03W-F LED driving lights shall be mounted to the forward face of the bumper.

53.07 Flood Lights

Two (2) Betts Model # 305003 PAR 36 with Trilliant® 36 LED White Light™ work lamps shall be installed, one on each side of the apparatus, on the rear facing surface of the top baskets. The mounting bracket shall enable full 360° rotation both in the horizontal and vertical axis. The lights shall have a grey finish. The lights shall be individually switched at the light head.

53.08 Battery System

Battery Charger System: One (1) Iota DLS-45/IQ4 12 Volt 45 AMP 4 Stage Automatic Smart Battery

Charger shall be provided and installed behind rear bucket seat on driver's side. The charger is ruggedized to withstand the shock and vibration encountered by vehicle mounted equipment.

Auto-Eject: One (1) Kussmaul Super Auto Eject shall be provided and installed. The Super auto Eject is a completely sealed automatic power line disconnect. This prevents contamination of the mechanism by road dirt and ensures long reliable life even when mounted in the most severe environment. A novel internal switch arrangement closes and opens the 120-Volt AC circuit after the mating connector is inserted, and before the connector is removed. This eliminates arcing at the connector contacts and assures long contact life. The Super Auto Eject is connected to the starter circuit so that ejection occurs when the engine is cranked. The unit is mounted in the rail of the rear cab protection. The cover will be red unless otherwise specified by the Purchaser.

Shoreline Power Inlet Plate: A shoreline power receptacle information plate shall be permanently affixed at or near the power inlet. The plate shall indicate the following:
Type of Line Voltage
Current Rating in Amps Power Inlet Type (DC or AC)

Battery Disconnect Switch: One (1) solid state battery disconnect switch with built in timer shall be installed under the hood and near the battery. The disconnect will be controlled by the chassis ignition, and the customer may select between instant on-off or instant on with timed off up to 30 minutes. A green “battery on” indicator will be installed on the center console in view of the operator. The light will be on when the disconnect is active.

53.09 Alarms

Back-Up Alarm: One (1) solid state back up alarm shall be installed at the rear of the apparatus The backup alarm shall be wired to the reverse circuit of the transmission and shall provide an audible alarm to the rear of the apparatus when reverse gear is selected. The alarm shall have a volume of 87 to 112 DBA while in operation.

"Do Not Move Apparatus" Warning Light with Audible Alarm & Marker Lights: A 1" round, red flashing warning light with an integral audible alarm, shall be functionally located in the cab to signal when an unsafe condition is present such as an open cab door or body compartment door which may cause damage to the apparatus if moved. This light shall be activated when the parking brake is engaged. The labeled shall read "DO NOT MOVE TRUCK".

Cab marker lights and signaling devices shall be as provided on the commercial chassis cab from the original chassis manufacturer. Truck-Lite Model #30 or equal red LED marker lights with integral reflectors shall be provided at the lower side rear, one (1) each side and two (2) each on driver and passenger sides. Truck-Lite Model # 30 LED 3-lamp identification bar or equal will be provided on the apparatus rear center. The lights shall be red in color.

FIRE FIGHTING SYSTEM

54.02 Hale Pump, Primer, Engine & Foam System

Pump: One (1) Hale Model HPX200-KBD24 pump shall be installed and will perform to the standards of NFPA 1906 low pressure pump rating. Maximum pump performance from 5' draft at sea level shall be: 100 GPM @ 150 PSI, 175 GPM @ 100 PSI and 250 GPM @ 50 PSI. Note: These performance points are for the pump as supplied from the pump manufacturer without any manifold. The actual flow may be decreased slightly when installed on the unit.

Engine: One (1) 4-cycle Kubota D902-E4B-KEA-2 diesel engine with overhead cam and water cooled design shall be installed. Engine rating shall be 24.8 hp @ 3600 rpm and shall be designed to meet current CARB (California Air Resources Board) and EPA (Environmental Protection Agency) Tier 4 standards. A 12-volt electric system shall be installed with electric starter and 45A alternator. Engine shall be equipped with a muffler and USDA approved spark arrestor. The engine and pump shall be isolation mounted.

Engine Fuel Supply: The pump engine shall siphon fuel from the chassis fuel tank via an electric fuel pump. Siphoning shall occur at a level 1.50" above the chassis siphon system.

Primer: One (1) positive displacement, oil-less, rotary vane, electric motor-driven priming pump, conforming to the NFPA requirements, shall be provided and installed on the cross member at the left rear of the body. The primer pump body shall be fabricated from heat-treated anodized aluminum for wear and corrosion resistance. The primer pump electric motor shall be of a 12 VDC totally enclosed design. The priming pump shall not require lubrication from an external source. The priming pump shall be operated by a single push-pull control valve mounted on the pump operator's panel. The control valve shall be constructed of bronze.

Foam System: One (1) Scotty Through-the-Pump foam system shall be installed on the completed unit. The unit shall consist of an eductor and proportioning valve between the inlet and discharge side of the pump. When in operation, it shall draw water flow from the discharge side, route it through the eductor and proportioning valve, draw foam concentrate through the proportioning valve, and provide foam solution back into the inlet side of the pump. Note: When the foam system is in operation, all discharges, including the tank fill, shall be supplied with foam solution. The foam system shall be capable of adjusting the foam concentration up to .5%.

54.05 Water & Foam Tank

Water Tank: One (1) 450 gallon water tank shall be provided and installed.

Foam Tank: One (1) 12 gallon foam tank shall be integrated with the water tank.

Tank Construction: The tank shall have a footprint of 59.5" W x 74" L. The tank shall be designed to be completely independent of the platform structure and compartments and shall be equipped with removable lifting eyes to facilitate ease of removal. All exposed edges on the tank and fill tower shall be rounded off to a 0.25" radius. The tank shall be fabricated with 0.50" thick, non corrosive stress relieved polypropylene, gloss black in color and U.V. stabilized for maximum protection. Materials used shall be compatible with firefighting foams, retardants, and wetting agents. All joints and seams shall be extrusion double welded and tested for maximum strength and integrity. The transverse baffle partitions shall be manufactured of the same material as the main body and extend from the floor of the tank to the cover to allow for positive welding and maximum integrity. Baffling will meet or exceed NFPA 1901. All baffle partitions shall interlock with one another and be welded to each other, as well as to the walls of the tank. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. All internal piping shall be constructed of schedule 80 polypropylene pipe. The tank shall have a vent overflow pipe that extends through the tank and exits under the vehicle. The tank sump shall have a plate welded approximately 2" above the sump to prevent water swirl. There shall be piping inside the tank with a suction tube to the sump. The suction tube shall extend down through the anti-swirl plate and baffles. All fittings in the tank shall be heavy duty polypropylene and shall be welded inside and outside using industry acceptable practices. Tank inlets shall have flow deflectors inside the tank. The end wall of the tank, closest to the pump mount location shall have vertical translucent panel sight gauges for water and foam.

Fill Towers: The tank shall have two (2) manual fill towers with vents. One (1) fill tower shall be for water. One (1) fill tower shall be for foam. The towers shall be constructed of 0.50" polypropylene and shall be a

minimum dimension of 8" x 8" outer perimeter. The towers shall be located at the rear corners of the tank. The towers shall have 0.25" thick removable polypropylene screens and a PT3 polypropylene hinged cover. A combination vent and overflow pipe shall be fastened inside the fill towers, approximately 1.50" down from the top.

Tank Outlets: One (1) 3" female NPT tank to pump suction fitting shall be located on the driver's side rear facing wall of the tank.

Tank Inlets: One (1) 1" female NPT tank fill fitting with flow deflector shall be located on the driver's side rear facing wall of the tank.

54.06 Intake/Discharge Plumbing & Valves

Plumbing Specifications: All plumbing shall be stainless-steel pipe or high-pressure hose. High-pressure hose and hump hose connections shall be installed where vibration or chassis flexing may damage or loosen piping. Victaulic fittings shall be utilized to join plumbing.

Valves: All valves shall be designed to operate under normal conditions up to 500 PSI and shall have dual seats to work in both pressure and vacuum environments. All valves and controls shall be easily accessible for service, repair, or replacement. The discharge and intake valves shall be either direct-actuated quarter turn type or control rods directly connected to the valve handle from the rear mounted pump panel.

Caps: All discharges and intakes shall have NST thread brass chrome rocker lug style caps with chains unless designed to be pre-connected or otherwise specified.

Suction:

Intake Manifold: One (1) 3" stainless-steel manifold shall be connected to the inlet side of the pump.

Tank to Pump: One (1) 3" tank to pump valve labeled "TANK TO PUMP" shall be attached to the intake manifold. The valve shall be plumbed to the tank by 3" stainless-steel pipe and hump hose.

Primary Suction: One (1) 2.5" primary suction valve labeled "SUCTION 2.5" shall be attached to the intake manifold. The valve shall be plumbed to the intake by 2.5" stainless-steel pipe. The intake will terminate with a NHM fitting. A removable intake screen shall be installed to prevent debris from entering the pump.

Discharge:

Discharge Manifold: One (1) 2.5" stainless-steel manifold shall be connected to the discharge outlet of the pump. Discharge valves shall be attached to the discharge manifold by welded pipe nipples. The manifold shall include a quarter turn petcock drain valve at the base.

Rear Discharge: One (1) 1.5" valve labeled "REAR DISCHARGE 1.5"" shall be attached to the discharge manifold. The discharge shall face the rear of the apparatus and terminate with a NHM fitting.

Mid Body Discharge(s): One (1) 1.5" valve labeled "MID BODY DISCHARGE 1.5"" shall be attached to the discharge manifold. The discharge shall be plumbed with stainless steel pipe through the water tank and shall connect to the two (2) operational valves one (1) on each side of the body via T-adapter. The discharge shall terminate with a NHM fitting.

Hose Reel(s): One (1) 1" valve labeled "HOSE REEL" shall be attached to the discharge manifold.

Tank Recirculation: One (1) 1" valve labeled "RECIRCULATE" shall be attached to the discharge manifold. The valve allows for recirculation of water when discharge valves are closed and for the pump to be used to refill the water tank.

54.07 Hose Reel(s) & Booster Hose

Hose Reel Location(s): One (1) Hannay brand model # EPF 30-23-24 RV shall be provided and installed at the rear of the apparatus body on the passenger's side on top of the slide out compartment. The hose shall dismount to the passenger's side.

Hose Reel Specifications: The hose reel shall have capacity for 150' of 1" booster hose. The hose reel outlet connection shall be 1" NPSH thread. The hose reel shall include a 2/3 HP 12V electric motor for rewinding the hose. The rewind control shall be located on the rear section of the hose reel frame. The hose reel shall include a 70-amp breaker. The hose reel shall also include manual rewind capability. The pinion shaft for the manual rewind gear shall have an adjustable tension brake controlled at the reel. One (1) FH3 captive roller assembly, or equivalent, shall be included with the reel. The frame and drum shall be fabricated of steel with aluminum powder coat finish and the sprocket shall be chrome plated to minimize maintenance.

Booster Hose: 150' of Reel Lite 1" booster hose shall be provided and installed on the hose reel. The booster hose shall be well suited for fighting applications. The booster hose shall be non-collapsible and extremely kink resistant, even at low pressure, with a bend radius of less than 3.5". The booster hose shall include circular woven construction, single jacket, and combined with a helical interior reinforcement. The booster hose shall be yellow in color.

54.10 Instrument Panel

The instrument panel shall include the following components:

Pump Engine OFF/RUN/START Control
Engine Ignition ON Warning Light
Primer Control
Throttle Control
Oil Pressure Warning Light
Coolant Temperature Warning Light
One (1) E-03 Tecniq LED Light and Switch for Panel Illumination
Tachometer/Hour Meter

Intake & Discharge Pressure Gauges: One (1) 2.5” compound pressure gauge shall be provided and installed on the pump panel. The gauge shall display 30 inHg to 400 PSI. The gauge shall be Class 1 brand or equivalent.

Water & Foam Level Gauges: One (1) water level gauge and (1) foam level gauge shall be provided and installed. The gauges shall be FRC "TANKVISION PRO" model or equivalent. The gauges include ultra-bright LEDs for sunlight readability and two wide-viewing lenses for 180 degrees of clear viewing. The gauges include a self-calibration feature to allow for use on tanks of different shapes and sizes. The gauges shall flash when the tank level reaches 25% capacity. The gauge level indicators shall be driven by a pressure transducer mounted low on the tank to sense static water pressure.

PAINT, GRAPHICS & LABELS

55.01 Cab Paint

The chassis cab shall be painted red at the OEM.

55.04 Compartment Door Paint

The compartment door shall be painted to match the chassis cab unless otherwise specified by the Purchaser.

55.05 Graphics, Lettering and Striping

3M Scotchlite graphics, lettering, and striping shall be provided on the cab doors and apparatus body. The Purchaser will provide the original artwork to the Seller. The Seller will provide decal mockups to the Purchaser before installation. Premium materials are available for an additional fee.

55.06 Data & Safety Labels

The following labels and signs shall be affixed to the apparatus:

Apparatus Fluid Type and Quantities: A permanently mounted label displaying the following information shall be installed in the apparatus interior near the driver's seat.
Pump Engine Oil
Pump Transmission Lubrication Fluid
Pump Primer Fluid (if applicable)
Chassis Engine Oil
Chassis Engine Coolant
Chassis Transmission Fluid
Chassis Drive Axle(s) Lubrication Fluid
Chassis Air Conditioning Refrigerant
Chassis Air Conditioning Lubrication Oil
Chassis Power Steering Fluid
Chassis Front Tire Cold Pressure
Chassis Rear Tire Cold Pressure
Chassis Maximum Tire Speed Rating
Chassis Manufacturer
Chassis Production Number
Chassis Year, Month Manufactured
Chassis Vehicle Identification Number

Unit Identification Placard: A unit identification placard shall be installed on the center console. The placard shall state the name and address of the apparatus manufacturer and the apparatus unit number.

Pump Operating Instructions & Specifications: An identification plate shall be provided near the instrument panel with step-by-step pump operating instructions and pump specifications.

Component Labels: All controls, valves, gauges, ports, drains, and other components shall be labeled.

Warning Labels: The following warning labels shall be installed in the chassis cab and be visible from the driver's seating position.
"Maximum number of personnel the vehicle is designed to carry (5)."
“DANGER: Personnel must be seated and seat belts must be fastened while vehicle is in motion. Death or serious injury may result when apparatus is in motion.”
"DO NOT MOVE APPARATUS WHEN LIGHT IS ON"

"This apparatus is equipped with an air filter ember protection screen. Routine inspection is required."
"WARNING: Noise hazards occur during siren operation."

55.07 Chevrons

The interior flat surface of the tailboard apron shall be covered with alternating strips of 6" diamond grade reflective striping. The diamond grade shall be Ruby Red and Lime Yellow in color.

OTHER

56.01 Detailing & Finalization

The vehicle the interior and exterior shall be washed and detailed prior to delivery.

56.02 Operation, Service, & Certification Material

The following materials shall be provided with the completed apparatus:

Operator Safety Information
Pump Operation and Troubleshooting Instructions
Maintenance and Lubrication Information
Component Literature
Replacement Parts List
Electrical Diagrams
Pump Test Certificate
Weight Certificate
Warranty Information

56.04 Warranty

The apparatus shall be covered by a 1-year limited warranty. Warranty includes parts and workmanship.

Item Description	Price
REBEL ATX Brush Truck Standard (1) Reel	$181,000.00
Flights, Lodging and Meals for 6 Fire Dept Personnel for Pre-Construction meeting	$5,400.00
Flights, Lodging and Meals for 3 Fire Dept Personnel for Pre-Construction meeting	$2,700.00
Subtotal	**$189,100.00**
Tax	**$0.00**
Total	**$189,100.00**

Name	Price	QTY	Subtotal
McLeod	$123.83	1	$123.83
Combination Tool	$149.69	2	$299.38
Fire Service Shovel	$89.64	2	$179.28
Pro Hoe 55A 54-inch Ash handle	$61.43	4	$245.72
Pulaski	$82.55	2	$165.10
Soft Sided Backpack Pump	$239.38	2	$478.76
Stihl MS462 Chain Saw with 28-inch bar, full wrap handle, oversized dogs	$1,871.99	4	$7,487.96
Stihl 28-inch bar spare	$116.05	4	$464.20
Matching Chainsaw chains	$31.82	12	$381.84

Chainsaw Chaps PGI 5 ply para aramid orange 36-inch	$261.25	4	$1,045.00
Chainsaw Chaps PGI 5 ply para aramid orange 32-inch	$243.44	4	$973.76
True North saw bar cover 28-inch	$122.14	4	$488.56
Wedge 5.5-inch	$13.49	12	$161.88
Wedge 8-inch	$16.19	12	$194.28
12 in 1 Pocket tool with sheath Top Saw	$26.93	2	$53.86
Coaxsher Chest harness RCP-1	$87.10	12	$1,045.20
True North Fire Fly Medic Gear Bag	$374.94	12	$4,499.28
Flashlight: Stream light survivor with charger	$195.75	2	$391.50
Extreme Bubba Rope Soft 2-inch by 20 feet	$1,018.75	1	$1,018.75
Tow Chain/Cable 20ft	$129.87	1	$129.87
Big Red 20T Bottle Jack	$68.89	1	$68.89
Lug Wrench	$43.20	1	$43.20
Channel Lock fence Pliers 85	$43.20	3	$129.60
Bolt Cutters Zico 4055 heavy duty 36-inch	$833.21	1	$833.21
Yeti Tundra 45	$406.25	1	$406.25
Hand Primer Hydrowick Mercedes	$158.74	3	$476.22
Collapsible Pale	$26.93	3	$80.79

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Hose Bands	$97.50	25	$2,437.50
Fire Extinguisher (5lb)	$89.70	1	$89.70
Reflector Set	$37.13	1	$37.13
Safety T-Way 5 Gallon fuel can	$110.15	1	$110.15
Kobalt 230 Piece Tool Set Model #81763	$298.75	1	$298.75
Tire Pressure Gauge for duals	$20.13	1	$20.13
Jumper Cables Pro-Start Heavy-Duty 25ft	$137.49	1	$137.49
Wood miller file 12-inch smooth/flat	$16.13	5	$80.65
1 ½ inch Suction House 10 feet NPSH	$111.98	2	$223.96
1” NPSH (Feet) WHITE - 1200	$2,047.00	1	$2,047.00
1 ½” NPSH (Feet) WHITE - 1200	$2,968.85	1	$2,968.85
¾ NPSH (Feet) 50’ sections - 600	$1,087.50	1	$1,087.50
2 1/2” 25’ Refill Hose	$215.33	2	$430.66
Pack Shack Hose Packs 17”x17”x7” RED	$110.83	4	$443.32
Forester, 1” NPSH	$470.04	2	$940.08
Adjustable, 1” NPSH	$131.61	2	$263.22
Adjustable, 1 ½” NPSH	$156.84	3	$470.52
Adjustable, ¾” NH	$119.93	2	$239.86
Foam, ¾” NH FOAM-FLO NOZZLES??	$65.00	1	$65.00
Foam 1 ½” NH FOAM-FLO NOZZLES??	$84.50	1	$84.50

Mopup Wand	$183.13	2	$366.26
S&H Short Handled gated wye 1 ½” Female NH X 1 ½” NH Male	$408.74	6	$2,452.44
¾” NH w/Ball valve, gated	$17.54	4	$70.16
1” NPSH-F to 1” HN-M	$44.28	1	$44.28
1” NH-F to 1” NPSH-M	$44.28	1	$44.28
1 ½” NPSH-F to 1 ½” NH-M	$45.90	1	$45.90
1 ½” NH-F to 1 ½” NPSH-M	$45.90	1	$45.90
¾” NH-F to 1” NPSH-M	$52.92	1	$52.92
1” NPSH-F to 1 ½” NH-M	$51.21	1	$51.21
1” NPSH, Double Female	$54.41	1	$54.41
1” NPSH, Double Male	$48.45	1	$48.45
1 ½” NH, Double Female	$65.18	2	$130.36
1 ½” NH, Double Male	$42.12	1	$42.12
1” NPSH-F to ¾” NH-M	$41.62	3	$124.86
1 ½” NH-F to 1” NPSH-M	$52.88	10	$528.80
2” NPSH-F to 1 ½” NH-M	$58.29	1	$58.29
2 ½” NPSH-F to 1 ½” NH-M	$61.97	1	$61.97
1 ½” NH-F to 1” NH-M	$52.88	1	$52.88
2 ½” NH-F to 1 ½” NH-M	$61.97	1	$61.97
1” NPSH-F x 1” NPSH-M x 1” NPSH-m w/ cap	$97.49	2	$194.98

1 ½” NH-F x 1 ½” NH-M x 1” NPSH-M w/cap	$77.99	2	$155.98
1 ½” NH-F x 1 ½” NH-M 1” NPSH-M w/valve	$129.99	2	$259.98
1 ½” NH-F, Automatic Check and Bleeder	$153.75	1	$153.75
¾” NH, Shut Off	$16.86	5	$84.30
1” Shut Off	$131.25	1	$131.25
1 ½” Shut Off	$143.75	1	$143.75
Foot with strainer (foot valve strainer adaptable to NP, 2 Mercedes textiles)	$106.54	2	$213.08
Hydrandt, adjustable, 8”	$74.70	1	$74.70
Spanner, 5”, 1” to 1 ½” hose size	$45.75	1	$45.75
Spanner, 11”, 1 ½” hose size	$27.65	2	$55.30
Pipe, 14”	$43.16	1	$43.16
Pipe, 20”	$65.43	1	$65.43
Belt Weather kit BASIC UNIT	$206.19	1	$206.19
Kesterel 5500 FW	$548.75	1	$548.75
Husky Self Supporting Port- A tank low side 1000 Gallons, 30 ounce exlon material	$1,243.32	1	$1,243.32
Flapper (NPS)	$79.63	2	$159.26
Council Rake (NPS) 60” Ash Handel	$73.78	3	$221.34

True North Spyder Gear Wildland Pack Gen 2	$215.94	12	$2,591.28

Subtotal	**$45,271.15**
Discount	**$0.00**
Tax	**$0.00**
Total	**$45,271.15**

Terms & Conditions:

Quote Valid Until

Payment Terms: 50% Due Upon Signing, 50% Due Upon Final Inspection

Tax Exemption: Tax exemption requires submittal of a tax exemption form.

Freight Services May be Quoted Separately Upon Request

Purchase to be made utilizing Sourcewell Contract 120921-BLE

Accept & Sign

Signature: _____ Date: _____

Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Contact Information

Name: GRANT ROACH
Email: groach@killeentexas.gov
Phone: 2545017798
Fax:

Bill To: City of Killeen

Ship To:

Quote Number: QUO-40149-C8G4J4
Revision #: 3
Date: 9/19/2022 12:39 PM
Quote Expires: 10/31/2022

Contract Name: Sourcewell
Contract #: 122220-PSI
Expiration Date: 1/29/2025

Cage: 3FP69
Duns#: 123399383
Tax ID#: 41-1921490
Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	240 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	Open Mkt	MSRP	Discount Price	Extended
R23M4A57B1	1	RANGER CREW SP 570 - Sagebrush Green - 50 State	No	$13,499.00	$13,309.04	$13,309.04
2885078	1	Crew SP 570 Poly Sport Roof	No	$679.99	$568.66	$568.66
2889187	1	Mid-Size Convex Rearview Mirror	No	$64.99	$54.35	$54.35
2889243	1	ROPS Mounted Sideview Mirrors	No	$179.99	$150.52	$150.52
2889568	1	Crew SP 570 Sport Pulse Bar	No	$84.99	$71.07	$71.07
2885095	1	Mid-Size Polaris HD 3500 LB Winch (steel cable)	No	$469.99	$393.04	$393.04
2889182	1	Mid-Size Tip-Down Headache Rack	No	$389.99	$326.14	$326.14
2889189	1	Mid-Size Cargo Bed Mat	No	$124.99	$104.53	$104.53
2885087	1	Mid-Size Rear Brushguard	No	$229.99	$192.33	$192.33
1026432-458	1	Sport Front Bumper Upgrade	No	$431.99	$361.26	$361.26

Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	240 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	Open Mkt	MSRP	Discount Price	Extended
2885084	1	Mid-Size Upper Front Brushguard (non-Premium SP 570 req. 1026432-458)	No	$249.99	$209.06	$209.06

Comments:

SUBTOTAL	$15,740.00
INSTALL*	$637.50
FREIGHT	$0.00
TAX	$0.00
TOTAL	$16,377.50

*Installation Pricing is Open Market

Vehicle model year and color are subject to change dependent upon delivery date.

Acceptance and Payment Information

To accept the above quotation, please provide a purchase order via email (gov.info@polaris.com) and include the following:

- Bill to Address
- Billing Phone Number
- Ship to Address
- Point of Contact for Delivery
- Point of Contact E-Mail
- Point of Contact Phone
- Quote Number
- Alternate Point of Contact if applicable

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.

QUOTE# ANIMAL SVC1 **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 15, 2022	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856
Product Description: 2023 FORD F250 SUPER CAB (56CA CHASSIS CAB) X2A	

A Base Price & Options:	$49,220

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC – ANIMAL SERVICES	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

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)	$49,220
Quantity Ordered	1
Subtotal E	$49,220

F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE (INCL W/W&S ENG)	INCL
G. Color of Vehicle: WHITE	

H. Total Purchase Price (E+F)		**$49,220**
	Estimated Delivery Date:	**360 DAYS APPX**

QUOTE# ANIMAL SVC4 **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 15, 2022	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856
Product Description: 2023 FORD F250 SUPER CAB (56CA CHASSIS CAB) X2A	

A Base Price & Options:	$78,720

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC – ANIMAL SERVICES (FIBERGLASS CUSTOM COACHES-BOWIE MFG)	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

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)	$78,720
Quantity Ordered	4
Subtotal E	$314,880
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE (INCL W/W&S ENG)	INCL
G. Color of Vehicle: WHITE	

H. Total Purchase Price (E+F)	**$314,880**

Estimated Delivery Date:	**570-720 DAYS APPX**

QUOTE# **CODE ENF** **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 15, 2022	**Address: P. O. Box 72, ROCKDALE, TX 76567**
Contract Number: BUY BOARD #601-19	**Tax ID # 27-3037856**
Product Description: 2023 FORD ESCAPE SUV U0F	

A Base Price & Options:	**$28,785**

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC – CODE ENFORCEMENT	**INCL**			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	**INCL**		**ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567**	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			**REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED**	

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)	**$28,785**
Quantity Ordered	**1**
Subtotal E	**$28,785**

F Non-Equipment Charges (Trade-In, Warranty, Etc…)

BUY BOARD FEE (INCL W/W&S ENG)	**INCL**
G. Color of Vehicle: WHITE	

H. Total Purchase Price (E+F)		**$28,785**
	Estimated Delivery Date:	**360 DAYS APPX**

QUOTE# POLICE **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 15, 2022	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856
Product Description: 2023 FORD EXPLORER K7A	

A Base Price & Options:	$44,875

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC – POLICE	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

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)	$44,875
Quantity Ordered	1
Subtotal E	$44,875
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE (INCL W/W&S ENG)	INCL
G. Color of Vehicle: ATLAS BLUE OR EQUAL	

H. Total Purchase Price (E+F)		**$44,875**
	Estimated Delivery Date:	**360 DAYS APPX**

QUOTE# UTILITY COLL1 **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 15, 2022	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856
Product Description: 2023 FORD F150 REGULAR CAB 4X4 SWB F1E	

A Base Price & Options:	$42,890

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC – UTILITY COLL	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

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)	$42,890
Quantity Ordered	1
Subtotal E	$42,890

F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE (INCL W/W&S ENG)	INCL
G. Color of Vehicle: WHITE	

H. Total Purchase Price (E+F)		**$42,890**
	Estimated Delivery Date:	**360 DAYS APPX**

QUOTE# UTILITY COLL2 **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 15, 2022	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856
Product Description: 2023 FORD F150 REGULAR CAB 4X2 SWB F1C	

A Base Price & Options:	$38,450

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC – UTILITY COLL	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

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)	$38,450
Quantity Ordered	1
Subtotal E	$38,450

F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE (INCL W/W&S ENG)	INCL
G. Color of Vehicle: WHITE	

H. Total Purchase Price (E+F)		**$38,450**
	Estimated Delivery Date:	**360 DAYS APPX**

QUOTE# W&S ENGR **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 15, 2022	Address: P. O. Box 72, ROCKDALE, TX 76567
Contract Number: BUY BOARD #601-19	Tax ID # 27-3037856
Product Description: 2023 FORD ESCAPE SUV U0F	

A Base Price & Options:	$28,785

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	PER ATTACHED SPEC – W&S ENGR	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
	PRICES VALID UNTIL OCTOBER 31. SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	

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)	$28,785
Quantity Ordered	1
Subtotal E	$28,785

F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE (INCL W/W&S ENG)	$400
G. Color of Vehicle: WHITE	

H. Total Purchase Price (E+F)		**$29,185**
	Estimated Delivery Date:	**360 DAYS APPX**

PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: KILLEEN PD K9 **Prepared by:** SETH GAMBLIN

Contact: **Phone:** 512.436.1313

Email: **Email:** SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD F150 RESPONDER **Date:** August 1, 2022

A. **Bid Item:** **A. Base Price:** $ 35,395.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1P	FORD 2023 RESPONDER 4X4 SHORT BED	$ 8,995.00			
998	3.5L V6 ECOBOOST	$ -			
44G	10 SPEED TRANS AUTO				
18B	BLACK PLATFORM RUNNING BOARDS	$ 250.00			
53A	TRAILER TOW PACKAGE	$ 995.00			
67P	REMOTE KEYLESS / WITH FOB	$ 340.00			

Total of B. Published Options: $ 10,580.00

Published Option Discount (5%) $ (79.25)

C. **Unpublished Options** **$=** 86.9 **%**

Description	Bid Price	Options	Bid Price
DANA INSTALL 450893	$ 39,948.58	EXTERIOR- BLACK	
		INTERIOR- PG MEDIUM EARTH GRAY	
		150A- EQUIPMENT GROUP	

Total of C. Unpublished Options: $ 39,948.58

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ 350.00

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 199 $ 348.25

H. **Subtotal:** $ 86,542.58

I. **Quantity Ordered** 2 **x H =** $ 173,085.16

J. **Trade in:** $ -

K.

L. **Total Purchase Price** $ 173,085.16

PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: KILLEEN PD PATROL HYBRID
Prepared by: SETH GAMBLIN
Contact:
Phone: 512.436.1313
Email:
Email: sgamblin.silsbeefleet@gmail.com
Product Description: FORD POLICE INTERCEPTOR UTILITY
Date: August 1, 2022

A. Bid Item: _____ **A. Base Price:** $ 36,968.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
K8A	2023 FORD PIU	$ 7,995.00	76R	REVERSE SENSING SYSYEM	$ 275.00
99W	3.3L V6 HYBRID SYSTEM ENGINE	$ -	43D	DARK CAR	$ 25.00
86T	TAIL LAMP/POLICE HOUSING	$ 60.00		CRUISE	
17A	AUX AIR	$ 610.00		BACK UP CAMERA	
55F	KEY FOB	$ 340.00		BLUETOOTH	
60A	GRILLE LIGHTS, SIREN, SPEAKER WIRING	$ 50.00		FULL/ VINYL RUBBER FLOORS	
61B	OBD-II SPLITTER	$ 55.00	19V	REAR CAMERA ON DEMAND	$ 230.00
51T	DRIVER SIDE SPOT LED (WHELEN)	$ 420.00			

Total of B. Published Options: $ 10,060.00

Published Option Discount (5%) $ (103.25)

C. Unpublished Options $= 80.2 %

Description	Bid Price	Options	Bid Price
DANA INSTALL 450898	$ 37,732.09	EXTERIOR-WHITE	
		INTERIOR- 96	

Total of C. Unpublished Options: $ 37,732.09

D. Floor Plan Interest (for in-stock and/or equipped vehicles): $ -

E. Lot Insurance (for in-stock and/or equipped vehicles): $ 250.00

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 199 $ 348.25

H. Subtotal: $ 85,255.09

I. Quantity Ordered 5 **x H =** $ 426,275.45

J. Trade in: _____ $ -

K.

L. Total Purchase Price $ 426,275.45

PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: KILLEEN PD (TX999839) **Prepared by:** SETH GAMBLIN

Contact: **Phone:** 512.436.1313

Email: **Email:** SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD POLICE INTERCEPTOR UTILITY **Date:** August 3, 2022

A. **Bid Item:** **A. Base Price:** **$ 36,568.00**

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
K8A	2023 FORD PIU	$ -	76R	REVERSE SENSING SYSYEM	$ 275.00
99C	3.0L V6 ECOBOOST	$ 790.00	43D	DARK CAR	$ 25.00
86T	TAIL LAMP/POLICE HOUSING	$ 60.00		CRUISE	INC
17A	AUX AIR	$ 610.00		BACK UP CAMERA	INC
55F	KEY FOB	$ 340.00		BLUETOOTH	INC
60A	GRILLE LIGHTS, SIREN, SPEAKER WIRING	$ 50.00		FULL/ VINYL RUBBER FLOORS	INC
61B	OBD-II SPLITTER	$ 55.00	19V	REAR CAMERA ON DEMAND	$ 230.00
51T	DRIVER SIDE SPOT LED (WHELEN)	$ 420.00			

Total of B. Published Options: **$ 2,855.00**

Published Option Discount (5%) **$ (142.75)**

C. **Unpublished Options [not to exceed 25%]** **$=** 95.7 **%**

Description	Bid Price	Options	Bid Price
DANA INSTALL 450898	$ 37,732.09	EXTERIOR- WHITE	
		INTERIOR- 96 CLOTH FRON VINYL REAR	

Total of C. Unpublished Options: **$ 37,732.09**

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** **$ -**

E. **Lot Insurance (for in-stock and/or equipped vehicles):** **$ 350.00**

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 99 **$ 173.25**

H. **Subtotal:** **$ 77,535.59**

I. **Quantity Ordered** 15 **x H =** **$ 1,163,033.85**

J. **Trade in:** **$ -**

K.

L. **Total Purchase Price** **$ 1,163,033.85**

PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: KILLEEN PD (TX999839) REPLACEMNT UNIT
Prepared by: SETH GAMBLIN
Contact:
Phone: 512.436.1313
Email:
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Product Description: FORD POLICE INTERCEPTOR UTILITY
Date: August 22, 2022

A. **Bid Item:** **A. Base Price:** **$ 36,568.00**

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
K8A	2023 FORD PIU	$ 8,975.00	76R	REVERSE SENSING SYSYEM	$ 275.00
99C	3.0L V6 ECOBOOST	$ 790.00	43D	DARK CAR	$ 25.00
86T	TAIL LAMP/POLICE HOUSING	$ 60.00		CRUISE	INC
17A	AUX AIR	$ 610.00		BACK UP CAMERA	INC
55F	KEY FOB	$ 340.00		BLUETOOTH	INC
60A	GRILLE LIGHTS, SIREN, SPEAKER WIRING	$ 50.00		FULL/ VINYL RUBBER FLOORS	INC
61B	OBD-II SPLITTER	$ 55.00	19V	REAR CAMERA ON DEMAND	$ 230.00
51T	DRIVER SIDE SPOT LED (WHELEN)	$ 420.00			

Total of B. Published Options: **$ 11,830.00**

Published Option Discount (5%) **$ (142.75)**

C. **Unpublished Options [not to exceed 25%]** **$=** 54.3 **%**

Description	Bid Price	Options	Bid Price
DANA INSTALL 453683	$ 26,299.27	EXTERIOR- WHITE	
		INTERIOR- 96 CLOTH FRON VINYL REAR	

Total of C. Unpublished Options: **$ 26,299.27**

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** **$ -**

E. **Lot Insurance (for in-stock and/or equipped vehicles):** **$ 350.00**

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 99 **$ 173.25**

H. **Subtotal:** **$ 75,077.77**

I. **Quantity Ordered** 1 **x H =** **$ 75,077.77**

J. **Trade in:** **$ -**

K.

L. **Total Purchase Price** **$ 75,077.77**

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-20	Date Prepared:	9/16/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Killeen Fire Department	Contractor:	Sterling McCall Ford 3071 HGAC
Contact Person:	Nick Asaff	Prepared By:	Pablo Cantu
Phone:		Phone:	(281) 588-5007
Fax:		Fax:	(281) 588-5150
Email:	nasaff@killeentexas.gov	Email:	pcantu@sterlingmccallford.com

Product Code:	AM20HD13	Description:	Type I 14' on Ford F-450 Diesel 4x2 Reg Cab

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: **$194,000.00**

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description		Cost	Description	Cost
1066	Chassis // Heat Shielding // Heat Shielding	$1,750.00		
1076	Chassis // Paint // Paint Two Tone	$6,000.00		
1086	Chassis // Suspension // LiquidSpring on Rear Axle	$12,000.00		
1078	Chassis // Running Boards // ArcRite Running Board w/	$1,250.00		
1031	Chassis // Air Horn System // Dual 10" & 12" Air Horns	$1,250.00		
1032	Chassis // Air Horn System // Fast RecoveryCompressor	$1,500.00		
1264	Remount Module // Power Source // Furnish & install O	$8,000.00		
			Subtotal From Additional Sheet(s):	$0.00
			Subtotal B:	$31,750.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Install chevron pattern on rear entry door windows	$247.00		
Furnish and install 2 additional M6 lights on ds and ps walls	$600.00		
		Subtotal From Additional Sheet(s):	$0.00
		Subtotal C:	$847.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	$226,597.00	=	Subtotal D:	$226,597.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	$600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$0.00
		Subtotal F:	$0.00

Delivery Date:		G. Total Purchase Price (D+E+F):	$227,197.00

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-20	Date Prepared:	9/16/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Killeen Fire Department	Contractor:	Sterling McCall Ford 3072 HGAC
Contact Person:	Nick Asaff	Prepared By:	Pablo Cantu
Phone:		Phone:	(281) 588-5007
Fax:		Fax:	(281) 588-5150
Email:	nasaff@killeentexas.gov	Email:	pcantu@sterlingmccallford.com

Product Code:	AM20HD13	Description:	Type I 14' on Ford F-450 Diesel 4x2 Reg Cab

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: **$194,000.00**

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1066 Chassis // Heat Shielding // Heat Shielding	$1,750.00		
1076 Chassis // Paint // Paint Two Tone	$6,000.00		
1086 Chassis // Suspension // LiquidSpring on Rear Axle	$12,000.00		
1078 Chassis // Running Boards // ArcRite Running Board w/	$1,250.00		
1031 Chassis // Air Horn System // Dual 10" & 12" Air Horns	$1,250.00		
1032 Chassis // Air Horn System // Fast RecoveryCompressor	$1,500.00		
1264 Remount Module // Power Source // Furnish & install O	$8,000.00		
		Subtotal From Additional Sheet(s):	$0.00
		Subtotal B:	$31,750.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Install chevron pattern on rear entry door windows	$247.00		
Furnish and install 2 additional M6 lights on ds and ps walls	$600.00		
		Subtotal From Additional Sheet(s):	$0.00
		Subtotal C:	$847.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	$226,597.00	=	Subtotal D:	$226,597.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	$600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Discount for HGAC RMT fee	-$600.00		
		Subtotal From Additional Sheet(s):	$0.00
		Subtotal F:	-$600.00

Delivery Date:		G. Total Purchase Price (D+E+F):	$226,597.00

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-20	Date Prepared:	9/16/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Killeen Fire Department	Contractor:	Sterling McCall Ford 3073 HGAC
Contact Person:	Nick Asaff	Prepared By:	Pablo Cantu
Phone:		Phone:	(281) 588-5007
Fax:		Fax:	(281) 588-5150
Email:	nasaff@killeentexas.gov	Email:	pcantu@sterlingmccallford.com

Product Code:	AM20HD13	Description:	Type I 14' on Ford F-450 Diesel 4x2 Reg Cab

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: **$194,000.00**

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1066 Chassis // Heat Shielding // Heat Shielding	$1,750.00		
1076 Chassis // Paint // Paint Two Tone	$6,000.00		
1086 Chassis // Suspension // LiquidSpring on Rear Axle	$12,000.00		
1078 Chassis // Running Boards // ArcRite Running Board w/	$1,250.00		
1031 Chassis // Air Horn System // Dual 10" & 12" Air Horns	$1,250.00		
1032 Chassis // Air Horn System // Fast RecoveryCompressor	$1,500.00		
1264 Remount Module // Power Source // Furnish & install O	$8,000.00		
		Subtotal From Additional Sheet(s):	$0.00
		Subtotal B:	$31,750.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Install chevron pattern on rear entry door windows	$247.00		
Furnish and install 2 additional M6 lights on ds and ps walls	$600.00		
		Subtotal From Additional Sheet(s):	$0.00
		Subtotal C:	$847.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	$226,597.00	=	Subtotal D:	$226,597.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	**Subtotal E:**	$600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Discount for HGAC RMT fee	-$600.00		
		Subtotal From Additional Sheet(s):	$0.00
		Subtotal F:	-$600.00

Delivery Date:		**G. Total Purchase Price (D+E+F):**	$226,597.00

stryker

Killeen FD - Powered Systems x3

Quote Number: 10558011

Version: 1

Prepared For: KILLEEN FIRE DEPT

Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: Marisa Wheeler

Email: marisa.wheeler@stryker.com

Phone Number: 586-713-6031

Quote Date: 08/04/2022

Expiration Date: 10/31/2022

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	Frazer, Ltd.	Name:	KILLEEN FIRE DEPT	Name:	CITY OF KILLEEN
Account #:	1175956	Account #:	1175956	Account #:	1300898
Address:	Attn: Customer Provided Items Killeen Fire Dept 7219 Rampart Street	Address:	201 N 28TH ST	Address:	101 N COLLEGE ST
	Houston		KILLEEN		KILLEEN
	Texas 77081		Texas 76541-6298		Texas 76541-6105

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	3	$28,103.90	$84,311.70
2.0	650707000002	Lithium-Ion Battery	3	$675.00	$2,025.00
3.0	650700450301	ASSEMBLY, BATTERY CHARGER	3	$966.00	$2,898.00
4.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	3	$22.07	$66.21
5.0	639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*	3	$24,850.18	$74,550.54
				Equipment Total:	$163,851.45

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$1,341.15
Grand Total:	$163,851.45

Prices: In effect for 30 days

Terms: Net 30 Days

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

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	SW04-20	Date Prepared:	8/3/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Killeen, TX	Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)
Contact Person:	Grant Roach	Prepared By:	Kaye Morgan/BLJ
Phone:	254-501-7798	Phone:	254-799-5546
Fax:		Fax:	254-799-2722
Email:	Groach@killeentexas.com	Email:	kaye.morgan@tymco.com

Product Code:	B53	Description:	TYMCO Model 600 Regenerative Air Sweeper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 138,000.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

Description	Cost	Description	Cost
Gutter Broom - Drop Down Left/Right 600081	$ 1,700.00	Gutter Broom Tilt Adjuster - Left/Right 600022	$ 1,700.00
Abrasion Protection Package 600036	$ 1,275.00	Hopper Drain 600020	$ 565.00
Auxiliary Hydraulic System 600053	$ 1,130.00	Hopper Suction Throat Liner w/Wear Flange 600011	$ 1,525.00
Pick-Up Head Curtain Lifter 600087	$ 1,605.00	Broom Assist Pick-Up Head 600064	$ 4,350.00
Variable Speed Gutter Brooms 600070	$ 775.00	AWTI Camera/Monitor System - 2 cameras 600008-B	$ 2,600.00
2020 Freightliner Chassis 600706	$ 85,000.00	Extra Water-Storage Box - COMDEX Package 600021	$ 4,900.00
Auto Sweep Interrupt w/Overspeed Interrupt 600079	$ 1,025.00	Hopper Load Indicators 600019	$ 410.00
Auxiliary Hand Hose - 8" 600035	$ 1,225.00	Pick-Up Head Pressure Inlet Water Injection Sys 600060	$ 1,830.00
High Capacity Dust Separator is standard on HGAC			
contract		QUOTE GOOD Until October 31, 2022	
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$ 111,615.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

Description	Cost	Description	Cost
Magnet- Light Duty 96"	$ 1,100.00	Additional Nozzle w/Separate Switch - Hopper	$ 400.00
Dump Switch in Cab	$ 200.00	Hopper Screen - Chip Seal/Milling (exchange)	$ 600.00
2023 Freightliner M2-106 2 sp.Chassis - **UPGRADE**	$ 16,000.00	Whelen Mini Freedom IV (F4MAAAAP Light)-Cab Mtd	$ 1,400.00
(4) LED Floodlights - exchange (2-GB; 2-Rear)	$ 400.00	Skid Bumper Extension Set (2)	$ 250.00
Additional Nozzle w/Separate Switch - LGB; RGB	$ 800.00		
LED Lights-Stop/Turn/Tail/Clearance markerSweeper	$ 500.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$ 21,650.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 9%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C) $ 271,265.00

Quantity Ordered:	1	X Subtotal of A + B + C:	$ 271,265.00	=	Subtotal D:	$ 271,265.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Freight/PDI/Inservice	$ 500.00		
Surcharge - Base-BAH Sweeper Unit	$ 28,595.00		
		Subtotal F:	$ 29,095.00

Delivery Date:	210-270 Days	G. Total Purchase Price (D+E+F):	$ 300,360.00

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
United Ag & Turf
4000 West 2nd Street
Taylor, TX 76574
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
United Ag & Turf
4000 West 2nd Street
Taylor, TX 76574
512-352-5296
TaylorJD@unitedagt.com

Quote Summary

Prepared For:
CITY OF KILLEEN
101 COLLEGE ST
KILLEEN, TX 76541
Home : 254-501-7600
Business: 254-501-7745
YSANCHEZ-ORTIZ@KILLEENTEXAS.GOV

Delivering Dealer:
United Ag & Turf
Travis Jackson
4000 West 2nd Street
Taylor, TX 76574
Phone: 512-352-5296
travisjackson@unitedagt.com

SOURCEWELL CONTRACT 110719-JDC
SOURCEWELL MEMBER # 86944
MAKE PAYABLE TO :
UNITED AG AND TURF 7736 CENTRAL PARK DR
WACO, TX 76712

Quote ID: 27286863
Created On: 19 August 2022
Last Modified On: 08 September 2022
Expiration Date: 31 October 2022

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 6105E Cab Tractor (87 PTO hp) Factory Order ETA Feb. 2023	$ 79,184.48	X	1	=	$ 79,184.48
PowerGard Protection Plan	$ 3,051.00	X	1	=	$ 3,051.00
Contract: Sourcewell Ag 110719-JDC (PG BA CG 23) **Price Effective Date:** August 21, 2022					
Sub Total					**$ 82,235.48**
JOHN DEERE 540M Loader Factory Order ETA Feb. 2023 **Contract:** Sourcewell Ag 110719-JDC (PG BA CG 23) **Price Effective Date:** August 18, 2022	$ 6,314.84	X	1	=	$ 6,314.84
Frontier AP12G Fixed Pallet Fork for Current Loaders with Global Carrier **Contract:** Sourcewell Ag 110719-JDC (PG BA CG 23) **Price Effective Date:** August 22, 2022	$ 1,493.22	X	1	=	$ 1,493.22
JOHN DEERE FC20M Flex Wing Rotary Cutter Factory Order ETA Feb. 2023 **Contract:** Sourcewell Ag 110719-JDC (PG BA CG 23) **Price Effective Date:** August 18, 2022	$ 30,721.48	X	1	=	$ 30,721.48
Equipment Total					**$ 120,765.02**

Salesperson : X _____ **Accepted By : X** _____

Confidential

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

United Ag & Turf
4000 West 2nd Street
Taylor, TX 76574
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
4000 West 2nd Street
Taylor, TX 76574
512-352-5296
TaylorJD@unitedagt.com

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 120,765.02
Trade In	
SubTotal	**$ 120,765.02**
Est. Service Agreement Tax	$ 0.00
Total	$ 120,765.02
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 120,765.02**

Salesperson : X _____ **Accepted By : X** _____

Confidential

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

Associated Supply Company, Inc.
Company Name

Scott W. Sharp
Printed Name

General Counsel
Title

September 15, 2022
Date

Contract Verification

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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.

Kaybel Nelson
Signature

Caldwell Country Chevrolet
Company Name

Kaybel Nelson
Printed Name

Fleet Admin
Title

8/23/2022
Date

No Israel Boycott Certification

Texas Government Code, Chapter 2270, provides that a governmental entity – including a city – may not enter into certain contracts with a company for goods or services unless the contract contains a written verification that the company does not boycott Israel and will not boycott Israel during the term of the contract. The verification is specifically required when a governmental entity 1) enters into a contract with a company with ten (10) or more full-time employees, and 2) the contracts is valued at $100,000 or more to be paid wholly or partly from public funds.

"Boycott Israel" is defined in Texas Government Code 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By signing below, I verify that the company listed below does not boycott Israel and will not boycott Israel during the term of the contracted entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Jackie Rudy
Signature

Jackie Rudy
Printed Name

8-16-2022
Date

Chastang Ford
Company Name

Comm Acct Mgr
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.*

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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.

John C. Chastang
Signature

CHASTANG AUTOCAR
Company Name

JOHN C. CHASTANG
Printed Name

SALESMAN
Title

8-23-22
Date

Contract Verification

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

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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.

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Signature

Printed Name

Date

Company Name

Title

Contract Verification

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Signature

Bassett Freightliner
Company Name

Carlton Hempel
Printed Name

General Manager
Title

8/23/22
Date

Contract Verification

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_____	Firetrucks Unlimited
Signature	Company Name
Brian Reyburn	VP of Sales
Printed Name	Title
08/24/22	
Date	

Contract Verification

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Signature

Polaris Sales Inc.
Company Name

Jim Burk
Printed Name

Contract Administrator
Title

15 - Sep - 22
Date

Contract Verification

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Kaybee Nelson
Signature

Caldwell County Ford
Company Name

Kaybee Nelson
Printed Name

Fleet Admin
Title

8/23/2022
Date

Contract Verification

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SETHGAMBLIN
Signature

SILSBEE FORD INC
Company Name

SETH GAMBLIN
Printed Name

FLEET SALES
Title

08/23/22
Date

Contract Verification

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Signature

Sterling McCall Ford
Company Name

Pablo Canto Jr.
Printed Name

INVENTORY CONTROL MGR/ADMIN
Title

9/15/2022
Date

Contract Verification

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Jennifer N. Collins
Signature

Jennifer N. Collins
Printed Name

9/8/22
Date

Stryker Sales, LLC
Company Name

Manager, Contracts and Pricing
Title

Contract Verification

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Signature

TYMCO, Inc.
Company Name

Kenneth J. Young
Printed Name

President
Title

9/9/2022
Date

Contract Verification

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Signature

United Ag + Turf
Company Name

Travis Jackson
Printed Name

United PKO Sales Manager
Title

09/14/2022
Date

401

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-934527

Date Filed:
09/15/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Associated Supply Company, Inc.
Lubbock, 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.
Contract No. 597-19
Case TV450B with Attachments

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Wright, William B. "Brax"	Lubbock, TX United States	X	
Wright, John Stephen	Amarillo, TX United States	X	
Key, Paula Wright	Lubbock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is SCOTT WILLIAM SHARP, and my date of birth is 07/23/1956.

My address is 2102 EAST SLATON RD. (street) P.O. BOX 3888, LUBBOCK (city), TX (state), 79404 (zip code) 79452, USA (country).

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

Executed in LUBBOCK, LUBBOCK County, State of TEXAS, on the 15TH day of SEPT. (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

402

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:
2022-925724

Date Filed:
08/23/2022

Date Acknowledged:

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

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 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 August (month), 2022 (year).

Kaybee Nelson
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:
2022-923087

Date Filed:
08/16/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CHASTANG ENTERPRISES-HOUSTON, LLC DBA CHASTANG FORD
HOUSTON, 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.
PO # K223
2022 F150 ITEM # 123

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

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

6 UNSWORN DECLARATION

My name is Jackie Rudy, and my date of birth is 6-13-1980.

My address is 6200 N. Loop East, Houston, TX, 77026, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of TX, on the 16 day of August, 2022.
(month) (year)

Jackie Rudy
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:
2022-925354

Date Filed:
08/23/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Chastang Autocar
Houston, 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
Refuse Trucks

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

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

6 UNSWORN DECLARATION

My name is John C. Chastang, and my date of birth is 7/24/1952.

My address is 19506 Sanctuary Place Dr. (street) Spring (city) TX (state) 77388 (zip code) USA (country).

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

Executed in Harris County, State of Texas, on the 23rd day of August (month), 2022 (year).

John C. Chastang
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-934882

Date Filed:
09/16/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Freightliner of Austin
AUSTIN, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
TIPS200206
BERGKAMP FP5

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Carlton Hempel, and my date of birth is 12/5/67.

My address is 1701 Smith Rd, Austin, TX, 78721, 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 16 day of Sept (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-925423

Date Filed:
08/23/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Freightliner of Austin
AUSTIN, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
TIPS200206
Rear Loader

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Carlton Hempel, and my date of birth is 12/5/1967.

My address is 1701 Smith Rd, Austin, TX, 78721, 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 23 day of August (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-926190

Date Filed:
08/24/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Firetrucks Unlimited, LLC
Henderson, NV 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.
Sourcewell 120921-BLE for Brus
Wildland Fire Truck

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

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

6 UNSWORN DECLARATION

My name is Brian Reyburn, and my date of birth is August 3, 1979.

My address is 1175 Center Point Dr (street), Henderson (city), NV (state), 89074 (zip code), USA (country).

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

Executed in Clark County, State of Nevada, on the 25 day of August (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-935443

Date Filed:
09/19/2022

Date Acknowledged:

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

Polaris Sales Inc
Medina, MN 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, TX

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.

Sourcewell 122220-PSI
Sales of Polaris RANGER

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

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

6 UNSWORN DECLARATION

My name is Jim Burk, and my date of birth is 21-Jan-69.

My address is 2100 Highway 55 (street), Medina (city), MN (state), 55340 (zip code), USA (country).

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

Executed in Hennepin County, State of MInnesota, on the 19 day of September (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

409

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:
2022-925727

Date Filed:
08/23/2022

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 (street), Rockdale (city), TX (state), 76567 (zip code), USA (country).

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

Executed in Milam County, State of Texas, on the 23 day of August (month), 2022 (year).

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-925582

Date Filed:
08/23/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SILSBEE FORD
SILSBEE, 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.
KILLEEN CITY OF

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.
210907
FLEET VEHICLES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is SETH GAMBLIN, and my date of birth is 12/24/1985.

My address is 1211 US HIGHWAY 96 NORTH (street), SILSBEE (city), TX (state), 77656 (zip code), USA (country).

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

Executed in HARDIN County, State of TX, on the 23 day of AUG (month), 20 22 (year).

SETHGAMBLIN
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-934251

Date Filed:
09/15/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
STERLING MCCALL FORD
HOUSTON, 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.
AM10-20
AMBULANCE

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

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

6 UNSWORN DECLARATION

My name is Pablo Canto Jr., and my date of birth is 10-9-1970.

My address is 6445 Southwest Freeway (street), Houston (city), TX (state), 77074 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 15th day of September (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-931407

Date Filed:
09/08/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Stryker Sales, LLC
Portage , MI 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.
276720
Medical Devices

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

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

6 UNSWORN DECLARATION

My name is Marisa Wheeler, and my date of birth is 02/11/1996.

My address is 3800 E Centre Ave (street), Portage (city), MI (state), 49002 (zip code), USA (country).

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

Executed in Collin County, State of Texas, on the 8 day of September (month), 20 22 (year).

Marisa L Wheeler

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-933581

Date Filed:
09/14/2022

Date Acknowledged:

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

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.
Sweeper Project SW04-20
TYMCO Model 600 Sweeper

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

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

6 UNSWORN DECLARATION

My name is Kenneth J. Young, and my date of birth is 3/25/52.

My address is 3108 Woodlake (street), Waco (city), TX (state), 76710 (zip code), USA (country).

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

Executed in McLennan County, State of Texas, on the 14th day of September (month) 2022 (year)

Kenneth J. Young
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-933957

Date Filed:
09/14/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
United Ag & Turf
Taylor , 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.
110719-JDC
Ag Tractors with Related Attachments, Accessories and Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
United Ag & Turf	Taylor, TX United States	X	
Jackson, Travis	Round Rock, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is TRAVIS JACKSON, and my date of birth is 08/29/1992.

My address is 3639 BASS LOOP, ROUND ROCK, TX, 78665, USA.
(street) (city) (state) (zip code) (country)

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

Executed in WILLIAMSON County, State of TEXAS, on the 14 day of SEP (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

PROCUREMENT OF FLEET VEHICLES AND EQUIPMENT

RS-22-146

October 4, 2022

Background

- Fleet Services manages 993 units of rolling stock
  - Includes maintaining the annual fleet procurement schedule
- Procurement schedule based upon:
  - Available funding, vehicle age, maintenance costs, etc.
- Annual fleet procurement budget:
  - FY 2021 - $5,239,955
  - FY 2022 - $5,980,534
  - FY 2023 - $7,896,166
    - Includes $614,712 of additional fleet

Procurement Information

- Total of 65 units of fleet are being purchased in this request at a cost of $7,826,971
  - Animal Services – 5 units ($364,100)
  - Aviation – 3 units ($209,213)
  - Development Services – 2 units ($73,705)
  - Public Safety – 31 units ($3,060,608)
  - Public Works – 23 units ($4,003,480)
  - Recreation Services – 1 unit ($115,865)

Procurement Information Cont'd

- The fleet being purchased are on the approved fleet procurement schedule
- The fleet purchases are budgeted and in compliance with the Local Government Code, and the City's Purchasing Policy

Alternatives

- 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 $7,826,971 and authorize the City Manager or designee to execute change orders in accordance with state and local law

City of Killeen

Staff Report

File Number: RS-22-147

1	City Council Workshop	10/04/2022	Reviewed and Referred	City Council	10/18/2022

DATE: **October 4, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Eva Bark, Executive Director of Human Resources**

SUBJECT: **Ratify Consultant expenditures with Strategic Government Resources (SGR) for various Recruitment Services**

BACKGROUND AND FINDINGS:

On July 15, 2022, the City Secretary resigned. On July 8, 2022, the city signed an agreement with Strategic Government Resources (SGR), an executive search firm, to help the city recruit for an Interim City Secretary until the city was able to fill the position. The terms of the agreement state that the City will pay an Interim City Secretary at a rate of $70.00 per hour, $500.00 for a comprehensive media search report, $400.00 for a background investigation, and $441.60 per week for the cost of temporary housing, mileage/travel reimbursement.

On August 2, 2022, the city offered the City Secretary position to a candidate, who at first accepted the position; however, later withdrew. Staff notified SGR and requested to continue utilizing their services until the city was able to fill the position. The position has been reopened for recruitment.

On July 22, 2022, the Executive Director of Finance resigned. On July 25, 2022, the city signed another contract with SGR for the recruitment of the Executive Director of Finance. The agreement is for $24,150 for the recruitment process, plus an additional cost of $2,155 for job postings on targeted websites. The city has utilized SGR in the past for other executive recruitments to include City Manager, Assistant City Manager, and Fire Chief.

There are funds in the FY 22 budget to cover these expenses and the cumulative work of services will exceed $50,000 in the current fiscal year. Under local policy the City Council is to approve expenditures over $50,000. Meeting the requirements of state law, staff is requesting that Council ratify the expenses exceeding $50,000. The estimated overage is $13,100.

THE ALTERNATIVES CONSIDERED:

1) Do not ratify the expenditures for the services provided by SGR
2) Ratify the expenditures for the services provided by SGR

Which alternative is recommended? Why?

Alternative 2 because SGR services have been great and working well for the city.

CONFORMITY TO CITY POLICY:

This item seeks City Council ratification of expenditures because the aggregate amount has exceeded $50,000.

FINANCIAL IMPACT:

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

The amount of expenditures that need to be ratified for the Interim City Secretary and the recruitment search for an Executive Director of Finance is $13,100.

Is this a one-time or recurring expenditure?

One time

Is this expenditure budgeted?

Yes, funding is available in the General Fund Legal accounts 010-1010-416.50-32, 010-1010-416.44-30, and Non-Departmental account 010-9501-491.47-01.

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:

City staff recommends that the City Council ratify the expenditures with Strategic Government Services in the amount of $63,100 and authorize the City Manager or designee to execute change orders as allowed by state and local law,

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
City Attorney
City Manager

ATTACHED SUPPORTING DOCUMENTS:

Interim City Secretary Contract
ED of Finance Recruitment Contract

DocuSign Envelope ID: 0D97367F-C588-4475-A7B6-BA93D55F34E8

Date: July 8, 2022

Agreement for Interim City Secretary Services
By and Between Strategic Government Resources and the City of Killeen, Texas

City of Killeen, Texas	**Strategic Government Resources**
Kent Cagle, City Manager	**Wendle Medford, President**
kcagle@killeentexas.gov	**Interim, Embedded and Consulting Services**
	WendleMedford@GovernmentResource.com
("City")	**("SGR")**

Scope of Services. The City of Killeen, Texas, (referred to as "City") seeks an Interim City Secretary to perform related duties for City. Strategic Government Resources (referred to as "SGR") will provide a highly experienced local government professional to serve as Interim City Secretary for City.

Recommended Candidate. SGR and City will work together to determine a final candidate for consideration. Should City wish to consider an alternate candidate, SGR can provide other experienced local government professionals for City to interview. City may interview candidate(s) by phone, Skype, or in person. City will reimburse all travel, lodging, and per diem expenses for any in-person interviews.

If at any time during the assignment, City wishes to have another candidate provided to serve as Interim City Secretary, SGR will produce additional experienced local government professionals to fill the position, to the satisfaction of City, pending availability of suitable candidates.

Directions and Control. The City is responsible for the direction, supervision, and control of the contractor. It is the City's responsibility to provide a safe workplace and to furnish the contractor with any equipment/ training needed to perform their role.

Terms and Conditions. SGR will provide an Interim City Secretary at a rate of $70.00 per hour. The Interim City Secretary will work a maximum of 40 hours per week unless approved by City. Any hours worked in excess of 40 hours per week, will be billed at the standard contract rate of $70.00 per hour.

City Contact for Invoicing:

Name: Eva Bark

Email: Ebark@killeentexas.gov

Phone: 254-501-7834

1. SGR will perform a Comprehensive Media Search on the candidate selected by City and provide a comprehensive media report to City. This media report is compiled from information

DocuSign Envelope ID: 0D97367F-C588-4475-A7B6-BA93D55F34E8

gathered using our proprietary online search process. This is not an automated process and produces far superior results than a standard media or simple Google search. The report length may be as long as 350 pages and may include news articles, links to video interviews, blog posts by residents, etc.

The City's final approval of the interim candidate will be dependent upon client acceptance of results of the media and background searches conducted, and we recommend a start date after completion of all elements of our background checking process.

Should an organization choose to start an interim candidate prior to completion of media searches and/or any other elements of the standard background investigation, SGR will be held harmless for any unexpected findings.

2. SGR will perform a comprehensive background investigation on the candidate selected by the City. SGR uses a licensed private investigation firm for these services. Through SGR's partnership with FirstCheck, we are able to provide our Cities with comprehensive background screening reports that include detailed information such as:

   - Social Security number trace
   - Address history
   - Driving history/motor vehicle records
   - Credit report
   - Federal criminal search
   - National criminal search
   - Global homeland security search
   - Sex offender registry search
   - State criminal search (for current and previous states of residence)
   - City criminal search (for every City in which candidate has lived or worked)
   - City civil search (for every City in which candidate has lived or worked)
   - Education verification

3. City is responsible for the cost of any drug screening that City may require.

4. All routine business expenses incurred by SGR's representative in their role as Interim City Secretary, will be reimbursed under the same terms and conditions that such expenses would be reimbursed for any other employee of City, such as mileage, hotel, and per diem when traveling at the request of City, and business meals incurred for local meetings. Commute time will not be billed by SGR.

5. The City will provide temporary housing such as a local hotel, direct billed to City, with a mileage/travel reimbursement of four times per month between Interim City Secretary's permanent residence and City. Mileage is reimbursed by City at the current IRS mileage reimbursement rate.

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6. City will be billed weekly for the previous week's work and any travel/housing reimbursement. Payment will be due within 14 days of each billing. SGR will not be compensated for holidays, vacation time, sick leave, etc.

7. If City hires the candidate placed as Interim City Secretary for a permanent position during the term of this agreement or within 12 months after the conclusion of this agreement, City will pay SGR an employment placement fee of $10,000.00. This fee is waived if SGR conducts a full-service executive search for this position.

8. City or SGR may terminate the agreement for Interim City Secretary Services with a fourteen (14) day written notice, without cause or penalty.

Cost Summary. SGR will provide Interim City Secretary Services to City as follows:

Interim City Secretary Services	***$70.00 per hour***
Comprehensive Media Search Report	***$500.00***
Background Investigation	***$400.00***
Mileage/Temporary Housing	***TBD****
Travel expenses for in-person interviews, if needed	***TBD***
Per diem for in-person interview, if needed	***$15 breakfast, $20 lunch, $30 dinner***

**Mileage will be billed at the Standard Mileage Reimbursement Rate established by the IRS. City will provide temporary housing or a housing stipend, if necessary.*

Confidentiality Agreement. The Interim City Secretary will perform services for City which may require City to disclose confidential and proprietary information to Interim City Secretary or which may require City to grant authorization to the Interim City Secretary to make financial and legal transactions on behalf of the City. Confidential information includes, but is not limited to, any information of any kind, nature, or description concerning any matters affecting or relating to Interim City Secretary's services for City, the business or operations of City, and/or the products, projects, drawings, plans, processes, or other data of City. Financial and legal information includes, but is not limited to, financial institution wire transfers, deposits, withdrawals, cash handling, investment handling, real property transactions, or other financial or legal transactions of City. The Interim City Secretary, through his/her contract with SGR agrees:

- To hold any and all confidential information received from City in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- Not to disclose or divulge, either directly or indirectly, the confidential information to others unless first authorized to do so in writing by City. For financial and legal transactions, Interim City Secretary must receive authorization from City verbally and in writing, other than by email, and Interim City Secretary shall maintain reasonable data security controls to protect Interim City Secretary and City from social engineering attacks.
- Not to reproduce the confidential information, nor use this information commercially, or for any purpose other than the performance of his/her duties for City.
- That upon request or upon termination of his/her relationship with City, deliver to City, any drawings,

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notes, documents, equipment, and materials received from City or originating from his/her activities for City.

- That City shall have the sole right to determine the treatment of any information that is part or project specific received from Interim City Secretary, including the right to keep the same as confidential and proprietary.

Indemnification. To the extent it may be permitted to do so by applicable law, City does hereby agree to defend, hold harmless, and indemnify the designated Interim City Secretary, SGR, and all officers, employees, and contractors of SGR, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken in the Interim's individual or official capacity for the City as an independent contractor and as Interim City Secretary, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Interim City Secretary as an independent contractor of City acting within the course and scope of the Interim City Secretary's engagement with City; excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that the Interim City Secretary committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any insurance contract, held either by City or SGR. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of the Interim City Secretary's legal counsel shall be with the mutual agreement of the Interim City Secretary and City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Interim City Secretary's right to agree to legal counsel provided for him/her will depend on the terms of the applicable insurance contract. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement and/or the Interim City Secretary's engagement with City.

Venue. The venue for any disputes shall reside in Bell County, Texas.

Applicable law. This agreement shall be governed by the laws of the State of Texas.

This agreement represents the full and complete agreement between Strategic Government Resources and the City of Killeen, Texas, and supersedes any and all prior written or verbal agreements. This agreement may be modified or amended only by a written instrument signed by the parties.

Approved and Agreed to on 7/8/2022, by and between Strategic Government Resources and the City of Killeen.

Kent Cagle, City Manager
City of Killeen, Texas

DocuSigned by:
Wendle Medford
5A4A321B8939427...

Wendle Medford, President
Interim, Embedded and Consulting Services
Strategic Government Resources

DocuSign Envelope ID: 79E2768D-F1BB-4359-9BB4-F9257EDF321F

Agreement for Executive Recruitment Services
for Chief Financial Officer
between

Strategic Government Resources, Inc. ("SGR")
and
City of Killeen, Texas ("Organization")

Scope of Services:

SGR shall provide all services for recruitment as described in the formal proposal submitted and described in abbreviated form as follows:

- Development recruitment plan and timeline
- Production of a professional position profile brochure
- Advertising and marketing
- Communication with prospects and applicants
- Initial screening and review of applications
- Briefing with search committee to facilitate selection of semifinalists
- Written questionnaires, customized to the position, for up to twelve (12) semifinalists
- Recorded online interviews for up to twelve (12) semifinalists
- Stage 1 Media Searches on up to twelve (12) semifinalists
- Electronic delivery of semifinalist briefing books and online interviews
- Briefing with the search committee to facilitate selection of finalist candidates
- Assistance with development of advanced exercise for finalist candidates, if desired
- Comprehensive Stage 2 Media Reports for up to five (5) finalist candidates
- Comprehensive background investigation reports on up to five (5) finalist candidates
- Comprehensive Reference Checks for up to five (5) finalist candidates
- Electronic delivery of finalist briefing books
- Assistance with interview questions and interview schedule
- Assistance with stakeholder engagement, if desired
- Assistance with negotiating terms and conditions of employment, if desired
- Up to Two (2) in-person visits by the Recruiter to the Organization.
- Periodic updates regarding the progress of the search, as frequently as desired

The Organization agrees:

- To provide photos/graphics and information necessary to develop position profile brochure
- To respond to drafts of documents and reports in a timely manner; failure to do so may extend timelines and can negatively impact the outcome of the process
- To refer all prospective applicants to SGR and shall not accept applications independently during the recruitment process

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- To provide reproduction of hard copy brochure, if desired
- To provide any direct mailings desired by the Organization
- To provide legal opinions to SGR regarding when and if any information must be released in accordance with Public Information requests
- To directly reimburse finalists for travel-related expenses to interview
- That Organization is ultimately responsible for candidate selections and that Organization will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- To comply with the Fair Credit Reporting Act (FCRA) with regard to any pre- or post-adverse action notices and requirements if the Organization decides not to hire a candidate as a result of their credit history report

SGR shall be compensated by the Organization as detailed below:

Not-to-Exceed Price = $24,150 *(reflects $750 discount)*

** Ad placement costs are not included in the Not-to-Exceed Price. These costs are estimated to be between $1,750 and $2,500 and shall be added to the total cost of services upon approval from the organization.*

Not-to-exceed price includes:

- **Professional Service Fee - $18,500**
- **Expenses** (will appear on invoices until not-to-exceed price is reached):
    - **Position Profile Brochure & Marketing - $750** *(reflects $750 discount)*
        - Production of a professional position profile brochure
        - Custom-designed graphics for social media and email marketing
        - An announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
        - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
        - Featured job placement on SGR's website
        - Featured ad on SGR's job board
        - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
    - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **$225 each**
    - **Comprehensive Media Reports** for up to five (5) finalists - **$500 each**
    - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **$400 each**
    - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **$225 each**
    - **Up to two (2) multi-day onsite visits** by one Recruiter to the Organization, for up to 2 and 1/2 days per visit. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead. *Travel will be dependent on COVID restrictions in place at the time and take into consideration the health and safety of team members of both SGR and the Organization.*

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Reimbursable Expenses

- **Ad placements, as approved by the Organization, will be billed back at actual cost with no markup for overhead.**

Supplemental Services (<u>not</u> included in the not-to-exceed price above):

- SGR will conduct a Stakeholder Survey for $1,000. SGR will provide recommended survey questions within three (3) business days of project initiation. SGR will set up an online survey within one (1) business day after Organization has reviewed and approved the survey questions. Stakeholders can be directed to a web page or invited to take the survey by email. SGR and Organization will agree to the open survey time period, typically ten (10) to thirty (30) days. Organization shall be responsible for marketing and promoting the survey to stakeholders. A written summary of results is provided to Organization within three (3) business days of survey close date. Survey is not validated statistically.
- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for $225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for $500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for $400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for $225 per candidate.
- There is a cost of $175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits (over and above the two (2) onsite visits included in the not-to-exceed price above) by one Recruiter will be billed over and above the not-to-exceed price. Travel and onsite time will be billed at a professional fee (per recruiter) of $1,000 per half-day and $1,500 per full day. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates will be reimbursed directly by the Organization for travel expenses.
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Billing:

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate.

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Organization Contact for Invoicing:

Name: Chelsea Keith

Position: Executive Assistant for HR

Email: ckeith@killeentexas.gov

Phone: 254-501-7833

Service Guarantee:

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

Expenses in the event of a repeat search shall include:

- Position Profile Brochure Edits, Custom Graphics, and SGR Marketing - $750
- Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.
- Online interviews - $225 per candidate.
- Comprehensive media reports - $500 per candidate.
- Background investigation reports - $400 per candidate.
- Reference checks - $225 per candidate.
- DiSC Management Profile - $175 per candidate
- Should the organization request printing of semifinalist or finalist briefing materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Recruiter travel. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- Stakeholder Survey - $1,000
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

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Terms and Conditions:

- The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice to SGR, Attn: Melissa Valentine, PO Box 1642, Keller, TX 76244 or by email to MelissaValentine@GovernmentResource.com. In such an event, SGR will be compensated for all work satisfactorily completed up to and through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who SGR may be having conversations with as part of the recruitment process, may be damaging to the prospects and SGR. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the Organization or subject to disclosure. If the Organization receives an open records request, the Organization shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt. The Organization shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to the Organization releasing the required information with protected information redacted.
- **All travel will be dependent on COVID restrictions in place at the time and take into consideration and health and safety of team members of both Parties.**

Approved and Agreed to, this the _____ day of _____, 2022 by and between

DocuSigned by:
Jeri J. Peters
5629B031BF0F460...

Jeri J. Peters, President of Executive Recruitment
Strategic Government Resources
7/19/2022 | 4:17 PM CDT

EB

Kent Cagle Digitally signed by Kent Cagle Date: 2022.07.25 15:03:14 -05'00'

hcc

City of Killeen, Texas

Printed Name: Kent Cagle

Title: City Manager

RATIFICATION OF CONSULTING EXPENDITURES WITH STRATEGIC GOVERNMENT RESOURCES

RS-22-147

October 4, 2022

Background

- City Secretary resignation
- Interim City Secretary
- Executive Director of Finance Resignation

Consulting Information

Interim City Secretary Services

- Rate of $70.00 per hour
- $500.00 for a comprehensive media search report
- $400.00 for a background investigation
- $441.60 per week for the cost of temporary housing, mileage/travel reimbursement

Consulting Information

Executive Director of Finance Recruitment

- Cost of $24,150 for the recruitment process
- $2,155 for job postings on targeted websites

Due to the extension of the Interim City Secretary, the cumulative work of services for SGR services will exceed $50,000

Alternatives

- To not ratify consulting expenditures with Strategic Government Resources
- To ratify consulting expenditures with Strategic Government Resources

Staff Recommendation

City staff recommends that the City Council ratify the expenditures with Strategic Government Services in the amount of $63,100 and authorize the City Manager or designee to execute change orders as allowed by state and local law

City of Killeen

Staff Report

File Number: OR-22-017

1	City Council Workshop	10/04/2022	Reviewed and Referred	City Council	10/18/2022

DATE: **October 4, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Eva Bark, Executive Director of Human Resources**

SUBJECT: **Ordinance to Amend the Number of Authorized Civil Service Positions for the Killeen Police Department**

BACKGROUND AND FINDINGS:

The Texas Local Government Code (TLGC), Chapter 143, became effective September 1977; this codification represents an effort to present, in a coherent and practical format, the laws and civil service procedures for Texas police and fire departments. The civil service system was established in the City of Killeen in an election duly called and lawfully conducted on August 13, 1977. The rules and regulations of TLGC Chapter 143 apply to all classified police and fire officers.

One of the provisions of TLGC, Chapter 143, is that the municipality's governing body establishes the civil service classifications by ordinance. This ordinance, as adopted by the governing body, further prescribes the number of positions in each classification [TLGC 143.021(a)].

During the FY 2023 budget presentation, the plan to fund four (4) additional Police Officers and one (1) additional Police Sergeant for the Police Department positions was discussed. The attached ordinance increases the Police Officer authorizations by four (4) and the Police Sergeants authorizations by one (1). Authorizations align with the approved FY 2023 budget. The overall impact to the efficient functioning of the police department will be addressed through a more efficient distribution of responsibilities.

THE ALTERNATIVES CONSIDERED:

1) To not increase the number of Police Officer authorizations by four (4) and Police Sergeant authorizations by one (1).
2) To increase the number of Police Officer authorizations by four (4) and Police Sergeant authorizations by one (1).

Which alternative is recommended? Why?

Staff recommends the second alternative, to increase the number of Police Officer authorizations by four (4) and Police Sergeant authorizations by one (1). This action would increase the overall functionality of the Police Department and maintain necessary support in line with the population density.

CONFORMITY TO CITY POLICY:

This action is uniformed to city policy.

FINANCIAL IMPACT:

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

The expenditure of $439,649 for the additional five positions was included in the FY 2023 Annual Budget.

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes, funds are available in the General Fund Police Department accounts 010-6035-441.40-05 thru 010-6035-441.40-89.

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 approve the attached ordinance to increase four (4) Police Officer authorizations and one (1) Police Sergeant authorization.

DEPARTMENTAL CLEARANCES:

Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE NO._____

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

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

SECTION I. That the City Council authorizes the following civil service classifications of employees in the Police Department of the City of Killeen shall be amended for the purpose of covering such employees under the provisions of Texas Local Government Code 143.021(a) as required by statute. These classifications and no others shall exist with the number shown indicating the number of positions in each classification:

CLASSIFICATION	**NUMBER IN EACH CLASSIFICATION**			
	FY 20-21 (amended October 2020)		**FY 21-22 (amended October 2021)**	
	(Base Authorization)	**(Over hire)**	**(Base Authorization)**	**(Over hire)**
Police Officer	218	10	222	10
Police Sergeant	25	0	26	0
Police Lieutenant	10	0	10	0
Police Captain	4	0	4	0
Assistant Police Chief	1	0	2	0

That this amendment to increase the authorized number of civil service positions in the Police Department reflects an increase of five (5) authorized positions; from two-hundred and eighteen (218) Police Officers to two-hundred and twenty-two (222) Police Officers and from twenty-five Police Sergeant authorized positions to twenty-six (26) authorized positions.

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

SECTION III. That should any part of this ordinance be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this ordinance.

SECTION IV. That this ordinance shall be effective immediately upon passage and publication according to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas this 18th day of October, 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, 551.001 *et seq.*

APPROVED

_____
Debbie Nash-King, MAYOR

ATTEST:

_____
Laura J. Calcote, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

_____
Holli C. Clements, CITY ATTORNEY

ORDINANCE TO AMEND THE NUMBER OF AUTHORIZED CIVIL SERVICE POSITIONS FOR THE KILLEEN POLICE DEPARTMENT

OR-22-017

October 4, 2022

Background

- Civil Service system was established on August 13, 1977
- City Council, by ordinance, shall prescribe the number of authorizations in each classification
- Killeen Police Department Civil Service staffing prior to FY 23 budget approval was:
  - 218 Police Officers
  - 25 Police Sergeants
  - 10 Police Lieutenants
  - 4 Police Captains
  - 2 Assistant Chiefs of Police

Staffing Changes

Current Strength of Force for KPD		Revised Strength of Force for KPD	
Police Officer	218	Police Officer	222
Police Sergeant	25	Police Sergeant	26
Police Lieutenant	10	Police Lieutenant	10
Police Captain	4	Police Captain	4
Assistant Chief of Police	2	Assistant Chief of Police	2

Discussion and Summary

- During the FY 23 budget presentation, the council approved to increase four (4) Police Officer authorizations and one (1) Police Sergeant authorization

Alternatives

- To not increase the number of Police Officer authorizations by four (4) and Police Sergeant authorizations by one (1)

- To increase the number of Police Officer authorizations by four (4) and Police Sergeant authorizations by one (1)

Staff Recommendation

- Staff recommends that the City Council approve the ordinance amending the number of authorized Civil Service positions for the Killeen Police Department by increasing the number of Police Officer authorizations by four (4) and Police Sergeant authorizations by one (1), as aligned in the FY23 budget

City of Killeen

Staff Report

File Number: OR-22-018

1	City Council Workshop	10/04/2022	Reviewed and Referred	City Council	10/18/2022

DATE: **October 4, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Jeffery Reynolds, Executive Director of Public Works**

SUBJECT: **Ordinance amending solid waste collection services**

BACKGROUND AND FINDINGS:

On May 17, 2022, Council approved the suspension of bulk collection through September 30, 2022, to assist with the staff shortage caused by new requirements by the Department of Transportation (DOT) for obtaining a Commercial Driver License (CDL). Current CDL holders became a high demand and there were many sign-on bonuses being offered by all companies that employ CDL operators. This created a staff shortage for the solid waste division. Simultaneously, Council also approved an immediate salary increase to CDL positions within solid waste. This increase assisted with the hiring of current CDL holders to fill vacancies within solid waste.

Bulk collection services are a vital service offered by the city to residents who are unable to dispose of bulk items themselves or choose not to. During the suspension of bulk services, staff took this time to evaluate the program and develop a revised program. Changes to the program will assist residents with knowledge of the rates being charged, ensure that staff can complete their bulk routes, and help create neighborhoods that are clean and aesthetically pleasing.

Section 24-54, Special Collection Services has been revised as follows to implement the procedure of bulk collection services.

- Changed title to "Bulk Collection Services", as the City does not offer a special collection service.
- Bulk collection services will continue to be provided on the scheduled collection day for a fee.
- Bulk items shall be placed curbside no later than 7:00 a.m., but not earlier than one day prior to the collection day.
- Fees will continue to be assessed on the monthly bill for the address that requested the service as stated in the adopted fee schedule.
- Bulk collection service that is requested on a day other than the regularly scheduled collection day will incur an additional "Premium Collection Fee" as has been adopted in the current fee schedule.

Additionally, Section 24-56, Transfer Station Use, has been revised to allow residential customers free disposal of not more than 500 pounds total, per calendar month free of charge. An increase in weight and additional trips to make up that weight will assist with giving the citizens of Killeen alternatives for their bulk disposal.

Another proposed revision is to Sections 24-52 and 24-88, move-in cardboard boxes and packing materials. The sections are redundant and now that we have five (5) drop off locations throughout the city to recycle cardboard, these sections have been removed. This would allow time for collection of the current recycling customers, processing of recyclables, and the transportation of recyclable materials.

Lastly, there are various grammatical edits throughout the ordinance to ensure clarity and provide a document to the citizens of Killeen that is thorough and concise.

THE ALTERNATIVES CONSIDERED:

(1) Do not approve revisions to the solid waste ordinance.
(2) Approve solid waste revisions to the ordinance.

Which alternative is recommended? Why?

Alternative two (2) is recommended as it provides alternatives for bulk collection services and disposal and creates a concise document overall for all residential and commercial customers.

CONFORMITY TO CITY POLICY:

The proposed ordinance conforms to applicable City policy.

FINANCIAL IMPACT:

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

City Council approve the ordinance amending Chapter 24, Solid Waste, of the Code of Ordinances, to provide a concise document overall for all residential and commercial customers.

DEPARTMENTAL CLEARANCES:

Public Works
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE NO. 22-___

AN ORDINANCE AMENDING CHAPTER 24, SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, BY AMENDING SPECIAL COLLECTION SERVICES; REMOVAL OF MOVE-IN CARDBOARD BOXES AND PACKING MATERIALS; AMENDING TRANSFER STATION USE FOR KILLEEN RESIDENTS; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the City Council of the City of Killeen deems the continued operation and functionality of the City's solid waste management infrastructure to be of vital importance to the protection of the public health, safety, and welfare of its citizens; and,

WHEREAS, City Council deems it appropriate to amend special collections services to bulk collection services, to change Transfer Station use from 300 to 500 pounds, to remove move-in boxes and packing paper provisions, and to make other clerical changes to ensure clarity;

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

SECTION I. That Chapter 24, Article II of the City of Killeen Code of Ordinances is hereby amended to read as follows:

Chapter 24 SOLID WASTE

****

ARTICLE II. MUNICIPAL COLLECTION AND DISPOSAL SERVICE

DIVISION 1. GENERALLY

Sec. 24-26. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved receptacle shall mean:

(a) A container of various sizes furnished by the city to residential and commercial customers to store solid waste for collection.

(b) A plastic bag having sufficient wall strength, a thickness of not less than 1.2 mils, to maintain physical integrity when lifted at the top, the opening closed by tie or other seal, and contents not weighing more than fifty (50) pounds.

Automated collection - the use of mechanical devices to lift and empty solid waste containers into solid waste collection vehicles.

Automated container - a container provided by the city of varying capacity used for garbage/rubbish collection.

Boxes - corrugated cardboard boxes with dimensions not exceeding 2 ft x 2 ft × 2 ft, and/or a volume of 8 cubic feet, capable of holding the materials therein, when lifted. Solid waste materials placed in the box shall be acceptable materials for collection and shall be contained so as not to cause windblown litter.

Brush - cuttings or trimmings from trees or shrubs of such length and bulk that cannot be placed in a container.

Bulky waste shall mean large items, objects, or stable matter, which because of their bulk, size, weight, and/or dimensions, cannot be placed in an approved receptacle or container, and require bulk collection methods.

Business, as used herein, shall mean any commercial operation, or any usage of property for other than residential purposes, involving the employment of any individual, or the sale or manufacture of any product.

Chlorinated fluorocarbon (CFC) - a refrigerant used in freezers, refrigerators, and air conditioners.

City - the city of Killeen, Bell County, Texas.

Collection - the act of removing accumulated solid waste from the point of collection and transporting it to a solid waste management facility; collection may also occur at centralized points where generators deliver their solid waste.

Collection day - for residential collection is 7:00 a.m. to 8:00 p.m., Monday, Tuesday, Thursday, and Friday, as designated for a particular service area or geographical region.

Collection frequency - the number of times per week that collection service is provided.

Collection/service stop - a term used to describe a unique address that is a point of collection and requires collection services, i.e., a geographical point within a service area that requires the collection vehicle to stop and collect solid waste and/or recyclables, or other materials.

Collection system - a combination of the various components that are necessary to provide a collection service, including the system design, equipment and human resources, point of collection, frequency, system costs, and method of financing.

Commercial customer - any enterprise or establishment whose main purpose is to carry on a business activity whether for profit or not, and typically includes, but not limited to, such enterprises as: hotels, motels, restaurants, fast food establishments, retail stores, schools, offices, shopping centers/malls/plazas, factories/manufacturing facilities, warehouses, and high density occupied dwellings such as apartment complexes and mobile home parks.

Compost - compost is an organic soil conditioner that has been stabilized to a humus-like product that is free of viable human and plant pathogens and plant seeds, that does not attract insects or other vectors (organisms that transmit pathogens), that can be handled and stored without nuisance, and that is beneficial to the growth of plants.

Construction debris - shall mean building material waste resulting from demolition, remodeling, repair, or construction; including but not limited to carpet, padding, roofing shingles, doors, lumber, sinks, commodes, and sheetrock.

Curbline - the area directly behind the curb. In the absence of a curb, the area directly behind the edge of the roadway.

Curbside collection - the collection of solid waste, recyclables, or other materials placed in front of the property (curbside) by the generator who then returns the container to its normal location after it has been emptied.

Disabled household - shall mean a residential dwelling unit where all occupants over the age of sixteen (16) are physically incapable of transporting garbage and/or rubbish to the property curbside. A statement or certification from a licensed medical doctor may be required to substantiate the incapacity.

Dumpster - a common term used to describe storage bins (containers) for commercial, institutional, and industrial solid waste.

Garbage - shall mean solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products.

Hazardous waste material - shall mean any solid waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, section 42 USC, section 6901 et seq., as amended. Materials include but are not limited to flammable liquids or solids, medical waste, paints, motor oil, herbicides, and solvents.

Manual collection - a method of collecting solid waste where the operator and/or collector(s) leave the collection vehicle and manually empties the container(s). Storage containers may be brought to the point of collection by the generator or a member of the collection crew.

Materials recovery facility - a term used for a facility that separates mixed (commingled) recyclables into various components and processes those components for sale as secondary materials.

Non-collection material - materials that shall not be collected by the solid waste services division, including, but not limited to, construction materials, rock, dirt, manure, dead animals, tires, tire and wheel combinations, hazardous waste material, lead acid batteries, engines, lawn mowers, riding mowers, liquid waste of any kind, vehicle bodies, boats, mobile homes, trailers, campers, and other items of like size; waste from undeveloped property, and landscaping waste for new homes or commercial sites.

Point of collection - a geographical point on a generator's property where storage containers are placed for collection service.

Premises - businesses, houses, boarding and rooming houses, theaters, hotels, restaurants, cafes, eating houses, tourist camps, apartments, sanitariums, schools, private residences, vacant lots, and all other places within the city where garbage, trash or rubbish accumulates in ordinary quantities.

Prohibited material – shall mean any solid waste identified as requiring special collection and disposal procedures including, but not limited to, dead animals, hot ashes, medical waste, and hazardous waste material as described above.

Putrescible garbage - as used herein, shall be held and construed to mean animal or vegetable matter, such as waste material from kitchens, grocery stores, butcher shops, restaurants, cafes, hotel, rooming and boarding houses, such as scraps of meat, bread, bones, and peelings of fruit and vegetables.

Recycling - the diversion of specific materials from a solid waste stream and the processing of those materials for use as new products and/or other productive uses including composting.

Recycling drop-off center - a location, either temporary or permanent, established for the receipt of recyclable materials including, but not limited to, aluminum, cardboard, metal, paper, glass, and plastic.

Residential solid waste - solid waste generated from single and multi-family sources; frequently called household solid waste, or household wastes.

Roll-off container - a container used for the storage, collection and transport of commercial, institutional, or industrial solid waste. The container is pulled onto the tilt-frame of the collection vehicle with a cable by winch, reeving cylinders, or by hooks and taken to a solid waste management facility for emptying. Normally, an empty roll-off container is delivered to a customer at the time of collection, rolled off, and left for future use.

Route - a round of stops to collect solid waste; a path regularly visited by a collection vehicle.

Rubbish, as used herein, shall mean non-putrescible solid waste, consisting of both combustible and noncombustible waste materials; including, but not limited to, paper, rags, cartons, excelsior, rubber, plastics, glass, crockery, tin cans, aluminum cans, and other such waste generated from residential and commercial sources.

Scavenging - the uncontrolled and unauthorized removal of materials from any container, bag, or receptacle within the corporate limits of the city.

Scrap tire - any tire that can no longer be used for its original intended purpose.

Service area - a geographic area provided solid waste collection service; service areas are normally divided into districts or routes to provide collection services.

Transfer station - a facility where the processing of collected solid wastes from collection vehicles to transfer vehicles which transports the waste to the landfill.

White goods - used to denote large household appliances such as refrigerators, stoves, ranges, air conditioners, dryers, and washing machines.

Yard waste - as used herein, shall mean leaves, grass clippings, shrubs or plant cuttings, yard and garden debris, resulting from yard maintenance, that can be placed in a plastic bag for disposal.

Sec. 24-27. Placement in receptacle.

Each person within the city having garbage and rubbish to be disposed of is hereby required to place same in approved receptacles. It is unlawful for any person to place any garbage or rubbish on the ground, or in anything other than an approved receptacle except as allowed herein.

Sec. 24-29. City to provide solid waste services.

(a) The city's solid waste services division shall be the exclusive provider of residential and commercial garbage, rubbish, and solid waste collection and disposal services for all premises within the city. It shall be unlawful for any person or corporation to provide residential or commercial garbage, rubbish, or solid waste collection or disposal services to any person for compensation within the city or to make use of the public streets for that purpose.

(b) All residential and commercial premises shall subscribe to the city solid waste services.

Sec. 24-32. Non-collection material.

Non-collection material, as defined in section 24-26 definitions, shall be hauled away from the premises by the owner, occupant, tenant or lessee thereof at his own expense and by his own means. Such material shall not be considered garbage or rubbish and shall not be collected by the solid waste services division. Such material shall not be dumped, placed in alleys, streets, or retained on the premises so as to become a nuisance.

Sec. 24-34. Hauling to transfer station does not avoid charges.

Should any person, owner, occupant, tenant or lessee within the city haul all or any part of their garbage or rubbish to the transfer station, they shall nevertheless be required to pay garbage and rubbish collection fees in accordance with this article.

DIVISION 2. RESIDENTIAL COLLECTION

Sec. 24-46. Residential collection services.

(a) *Utility account:* All residential units that subscribe to water service shall establish a solid waste account with the utility collection division. A mandatory monthly collection fee shall be assessed and shall entitle the residential unit to receive standard weekly collection services. A separate deposit as stated in the adopted fee schedule, shall be required for solid waste services. A waiver of the deposit maybe given to all active military members. All residential customers who maintain their utility account without incurring a penalty for late payment for a period of twelve (12) months shall receive a refund of their deposit. Such refund shall be credited to the customer's utility account. If the customer incurs more than one (1) late charge during any subsequent twelve (12) month period, a deposit in the amount of the solid waste deposit charge in effect at the time the penalty is incurred will be billed to the customer's account. Any account changes or request for services must be completed by account holder or authorized agent.

(b) *Standard weekly collection service*: Standard weekly collection services that are included in the base monthly rate (fee) shall be:

(1) Once per week collection of garbage/rubbish placed in the city provided roll-out container(s); fees assessed for additional bags as stated in the adopted fee schedule.

(2) Once per week collection of brush, up to six (6) cubic yards; fees assessed for additional brush as stated in the adopted fee schedule.

(3) Once per week collection of yard waste (leaves, grass clippings, shrubs/tree trimmings), placed in bags only; up to six (6) bags will be collected per service day.

(c) *Bulk collection services*:

(1) Bulk collection services will be provided weekly, for an additional fee as stated in the adopted fee schedule, on the scheduled collection service day for the pickup of large items such as furniture; white goods such as appliances; excess waste in boxes as defined under section 24-26, definitions.

(2) The additional fees for this bulk collection service are stated in the adopted fee schedule, and shall be charged to the monthly utility bill for the residential unit or address that generated the waste.

Sec. 24-47. Title to solid waste placed for collection.

(a) Title to all solid waste placed at the curb or collection point for collection by the city shall be vested in the city immediately upon placement by the person disposing of such solid waste.

(b) This section does not apply to solid waste that shall not be placed for collection under this chapter and solid waste that the city is prohibited by law or permit condition from collecting, handling or disposing of, to include but not limited to construction debris, hazardous waste material, and non-collection items as defined in section 24-26, definitions. The responsibility for properly disposing of such solid waste shall remain with the person placing such waste for disposal.

Sec. 24-48. Prohibited materials.

The following categories of solid waste are defined as prohibited items and shall not be placed at curbside at any residence or premises for collection by the solid waste services division or at the Killeen transfer station.

(a) Dead animals or dead animal waste.

(b) Hazardous waste material.

(c) Vehicle bodies, engines, boats, camper shells.

(d) Liquid waste of any kind.

Sec. 24-49. Automated residential collection system.

(a) *Container selection (size and quantity)*: Residential units shall be provided roll-out containers of various sizes or volume. The customer may select the size of container(s) that best fulfills their disposal needs for once per week collection. The monthly base rate assessed on the customer utility bill shall be based on size and number of containers requested by the customer.

(b) The container(s) shall be issued to a residential address and shall not be removed from the premises, except by employees of the solid waste services division.

(c) *Containers are city property:* The roll-out containers shall be the property of the city and must not be painted, marked, abused, mutilated, altered, or modified in anyway. Abuse and damage to a container by customers shall result in an assessment equal to the replacement cost of the container and/or time and materials involved to repair such container as stated in the adopted fee schedule. Collection service may be discontinued until the assessed fees are paid to the city. Without limiting the foregoing general statement, examples of abuse include, but are not limited to overloading the container beyond the rated weight capacity of the container; fire damage caused by hot coals and/or ashes; painting or marking the container in any manner; or failing to follow the proper care, cleaning, and use instructions for the container.

(d) *Point of collection:* The container must be placed at the curbside or designated collection point not earlier than 8:00 p.m. prior to the collection day and no later than 7:00 a.m. on the scheduled collection day. The container must be placed at or near the driveway at least four (4) feet from any mailbox or other obstacle. On streets where "no parking" is allowed, the container shall be placed behind the curb. On streets where parking is allowed, the container shall be placed in the street with wheels against the curb. The solid waste division director may make reasonable exceptions to the foregoing location requirements as needed to meet unique circumstances or to avoid undue hardship caused by literal compliance.

(e) Container(s) shall be removed from the curbside or designated collection point not later than 9:00 p.m. on the scheduled collection day. Container(s) shall be kept or stored on the premises no closer to the street than the front of the residence. Container(s) observed to be on the street at times not allowed shall be removed from the curbside by employees of the solid waste services division and placed near the front edge of the residence or near the garage area. A tag shall be left on the container handle explaining the infraction and service performed. A fee as stated in the adopted fee schedule, for this service will be charged to the monthly utility bill.

(f) *Missed service:* Residents whose containers were not collected because they were not placed at the required time or location as required by subsection (d) above are considered a "missed service." Customers with "missed service" may receive collection service for a fee as stated in the adopted fee schedule, which will be added to the monthly utility bill for that residence.

(g) *Stolen or missing container procedures*: A stolen container shall be reported to the police department and the solid waste services division. If a container is stolen at a time other than that described in subsections (d) and (e) above, the customer shall be assessed a fee as stated in the adopted fee schedule, to replace the container. If the container is later recovered, the replacement fee will be refunded to the customer.

(h) *Container exchange:* A customer may request a different sized container within 30 days of establishing an account at a new property. A container exchange fee will be charged for an exchange to a different size container any time after the first 30 days as stated in the adopted fee schedule.

Additional container: An additional container of any size may be acquired by paying the additional container fee stated in the adopted fee schedule and monthly charge, for the size of the additional container requested.

(i) *Excess household garbage or rubbish placed in plastic bags:* Excess garbage or rubbish that will not fit into the automated container may be put in plastic bags, not larger than 33 gallons, secured, and placed at the curb at least four feet from the container. After dumping the container provided for the base service, the driver will load the excess bagged garbage into the container for dumping. The driver will reload the container a maximum of twice per collection day. An additional fee for this service will be assessed to the residential unit as stated in the adopted fee schedule.

(j) *Overloaded container:* An overloaded container is one in which the capacity is exceeded, which is indicated by trash extending above the container rim, so the lid will not close properly. The driver will remove the excess bagged garbage or rubbish level to the top rim of container, dump the container, and reload the excess garbage into the container for dumping. The "overloaded container" fee, as stated in the adopted fee schedule, shall be charged to the monthly utility bill for that residence.

(k) *Assistance to disabled households:* Disabled households desiring special assistance on collection day must apply for that service by contacting the solid waste services division and providing the information and verifications required by the solid waste director. At qualifying residential units, the employees of the solid waste services division shall roll the container from its storage location to the curbside for emptying and return the container to its storage location. The storage location shall be coordinated with the household but shall be on the premises outside the residence and safely accessible to the employee. Solid waste staff cannot enter any gated area on the premises to retrieve a container for service.

Sec. 24-50. Brush collection.

(a) Brush collection shall be done once per week on the scheduled collection day for that service area.

(b) Brush, tree limbs, and tree trunks must be cut in lengths not more than twelve feet in length, and the pile shall not be mixed with any other waste, because it is taken to a location to be shredded/chipped into mulch.

(c) Brush must be set within 3 feet of the curb by 7:00 a.m. on the scheduled collection day, and be placed away from fences, shrubs, signs, fire hydrants, gas meters, mailboxes, overhead wires, sprinkler systems, or other obstacles with a clearance of at least four (4) feet on the sides, two (2) feet in the rear, and fourteen (14) feet above, so as not to restrict pickup by a vehicle with a mechanical boom and grapple. Brush shall be placed at least four (4) feet away from the roll-out container so as not to interfere with the automated emptying of the container.

(d) The collection of brush is part of the standard weekly collection service, provided that the brush pile does not exceed six (6) cubic yards or the representative dimensions of 4 ft wide x 4 ft high x 12 ft long. Collection of brush in excess of six (6) cubic yards shall be assessed an excess brush fee as established in the adopted fee schedule.

Sec. 24-51. Yard waste - grass clippings, leaves, shrubs, and garden trimmings.

(a) Yard waste shall be placed at curb in bags and shall not weigh more than fifty (50) pounds each. The bags shall have sufficient wall strength and thickness (a minimum of 2.0 mils) to maintain physical integrity when lifted at the top, with the opening secured.

(b) Yard waste, in bags, shall be placed at curb not later than 7:00 a.m. on the scheduled collection day for that service area.

(c) The bags of yard waste shall be placed at least four (4) feet away from the roll-out container so as not to interfere with the automated emptying of the container.

(d) The collection of yard waste in plastic bags, up to six (6) bags per service day, is included in the base monthly rate for standard weekly collection service. Additional fees are not assessed.

Sec. 24-52. Reserved.

Sec. 24-53. Special free collection of excess Christmas garbage/rubbish.

On the first scheduled collection day after Christmas day, the excess garbage/rubbish that accumulates during the holidays may be placed in plastic bags, not larger than 33 gallons or boxes not greater in volume than 8 cubic feet and placed at the curb for pickup; at least four (4) feet from container. There shall be no charge for this service. This special free service does not apply to other collections such as bulk items as described in section 24-26, definitions. Bulk items left at the curb will be assessed a bulk collection fee as stated in the adopted fee schedule.

Sec. 24-54. Bulk collection services.

(a) Bulk collection services are for collection of waste material not included in the standard weekly collection service. Fees shall be assessed to the residential address that generated the waste materials. The rates are as stated in the adopted fee schedule.

(b) Bulk collection services are provided on the same day as the scheduled collection day. Waste materials shall be placed at curbside not later than 7:00 a.m., but not earlier than one day prior to the scheduled collection day.

(c) Bulk collection services requested on a day other than the scheduled collection day will incur a “Premium Service” fee as stated in the adopted fee schedule.

(d) Bulk items shall be placed with a clearance of at least four (4) feet on the sides, two (2) feet in the rear, and fourteen (14) feet above, so as not to restrict pickup by a vehicle with a mechanical boom and grapple.

(e) Examples of waste material collected for a fee are:

(1) Bulky waste as defined in section 24-26, definitions.

(2) Home furnishing or furniture items such as chairs, tables, couches, and mattresses.

(3) White goods or appliances such as washers, dryers, and stoves. See other instructions pertaining to white goods that contain chlorinated fluorocarbon (CFC) in section 24-55, white good collection.

Sec. 24-55. White goods collection.

(a) White goods are considered a bulk collection service and will be collected on the regularly scheduled collection day. Items must be separated from other waste with a clearance of at least four (4) feet on the sides, two (2) feet in the rear, and fourteen (14) feet above, to allow pickup by a collection vehicle equipped with a mechanical boom and grapple.

(b) Special provisions apply to air conditioning units, freezers, and refrigerators. The refrigerant or chlorinated fluorocarbons (CFC) must be removed by a licensed technician; additional fees will be added for items that do not have the CFC removed prior to collection. Items must be free of all contents and have doors secured prior to pick up.

(c) White goods must be placed at curb not later than 7:00 a.m. on the scheduled collection day, but not earlier than one day prior to collection day.

(d) A fee is charged for the collection as stated in the adopted fee schedule, under "bulk collection fees."

Sec. 24-56. Transfer station use.

Residential customers are authorized free disposal of not more than 500 pounds, per calendar month at the transfer station, when presenting a current utility bill for their residence showing that solid waste services is a paid utility and a valid ID card. Weight in excess of 500 pounds shall be assessed at the current scale rate. Items which shall be accepted for disposal are brush, yard waste, grass clippings, leaves, garbage, rubbish, furniture items, building waste, demolition or construction materials or debris such as carpet, padding, roofing shingles, doors, lumber, sinks, commodes, and sheetrock. Walk behind lawnmowers may also be discarded provided it is demonstrated that the mower does not contain fuel or engine oil.

Sec. 24-57. Premium service.

Premium service includes collection of roll out container or bulk items on a day other than the normal scheduled collection day for that residential service area. Premium service requests must be submitted by phone and charges as stated in the adopted fee schedule will be assessed on the next monthly bill.

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DIVISION 3. COMMERCIAL COLLECTION

Sec. 24-61. Commercial collection services.

(a) *Utility account*: All commercial businesses shall establish a solid waste account with the utility collections division.

(b) *Service level*: Commercial businesses shall select a level of service sufficiently adequate to prevent a health, sanitation, or litter problem. Service options that are available, but subject to approval by the solid waste director, or appointed designee, are:

(1) Once per week collection using the 96-gallon container.

(2)

(3) One (1) to seven (7) collections per week using a selected size and quantity of dumpster container(s). Available sizes are 2, 3, 4, 6, and 8 cubic yard.

Sec. 24-62. Bulk collection services.

Additional fees as stated in the adopted fee schedule, will be assessed to commercial customers for the following services required on the scheduled collection days:

(a) The pickup of segregated brush.

(b) The pickup of bulky waste, such as furniture items and appliances.

(c) The cleanup of excess garbage and rubbish on the site.

(d) The removal of large or bulky items placed in containers will incur a “Mechanical Assistance” charge as stated in the adopted fee schedule.

Sec. 24-63. Shared containers.

To the maximum extent possible, container(s) shall be issued to each commercial customer necessary to accommodate their specific disposal needs. However, there are areas in the city that have limited space for container storage, or access is restricted for collection vehicles. In such cases, as approved by the solid waste director, or his appointed designee, a container may be placed in a common area to serve several business activities or commercial customers. Shared container service shall be prorated by the number of customers using the container. The fee for use of the container shall be based as stated in Division 6, Rate Schedule.

Sec. 24-65. Roll-off services.

(a) Roll-off containers are large, open top containers used primarily on construction sites to store construction and demolition debris. Roll-off containers are available for rental in sizes of 20, 30, and 40 cubic yards.

(b) To obtain the service, an account shall be established with the utility collections division by contacting the transfer station, and a pre-paid deposit shall be made based on size of the container, estimated number of container pickups per month, and the average weight of contents as historically determined by the solid waste director. An additional deposit may be required if the actual expenses incurred over a monthly billing cycle exceed the initial deposit.

(c) The fees for roll-off services are as shown in the Division 6, Rate Schedule, but include the following:

(1) A monthly rental fee for use of the container.

(2) A service fee to pick up, transport, and return container to the site or return to stock.

(3) Weight of container contents.

Sec. 24-66. Compactor services.

(a) The city provides collection services for compactors owned by the customer. The city does not own, rent, or repair compactors.

(b) Privately owned compactors must be compatible with the city's hauling equipment.

(c) The fees for servicing compactors are as shown in the Division 6, Rate Schedule.

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Sec. 24-68. Prohibited items for commercial containers.

(a) It shall be unlawful to place any item in any dumpster that because of weight, size, or other physical property, could cause damage to the collection vehicle. These items include, but are not limited to, any one (1) item over three (3) feet in any dimension, any one (1) item weighing in excess of fifty (50) pounds, any concrete, masonry products, earthen materials or furniture items such as couches and mattresses. A mechanical assistance charge will be added to the monthly service bill as described in the adopted fee schedule for the unloading of prohibited items from the container.

(b) It shall be unlawful for any person to start a fire, burn any material in a city-owned solid waste container, or to paint or mark the same, or to place any poster, placard, or sign upon the same.

(c) It shall be unlawful for any person, other than the owner or occupant of any premise that is paying for the collection service, to deposit any garbage, trash, or other material in any container.

(d) Other items prohibited for placement in a container are tires, tire and wheel components, dead animals, dead animal waste, lead acid batteries, paint, lawn mowers, liquid waste of any kind, engines, unbagged or unsealed putrescible waste, and hazardous waste materials of any type.

Sec. 24-69. Container site location and accessibility.

Commercial businesses using the city's container system for the removal of garbage, trash, and rubbish shall provide a readily accessible site for placement of container(s) on the establishment's property. Locating containers in streets, right-of-ways, the traveled portion of alleys, and intersection sight triangles is strictly prohibited. The site must have overhead clearance to allow pickup and emptying of containers by the city's collection vehicles. The site location shall be subject to approval of the solid waste director, or appointed designee based on section 24-74, container pads for commercial properties.

Sec. 24-70. Reserved.

Sec. 24-71. Container maintenance.

(a) The city maintains and repairs city-owned containers on an as needed or requested basis, such as washing, painting, replacement of lids and doors, and welding repairs to the container body.

(b) Customers shall not paint, mark, abuse, damage, alter, or modify the container in any way. Only those decals authorized by the solid waste director, or his appointed designee, may be affixed to containers and the installation shall only be done by city employees.

(c) Containers, or parts thereof, that are damaged through other than fair wear and tear shall be charged to the customer. For example, any container that is destroyed or damaged by hot ashes or coals shall be the responsibility of the customer and shall be repaired or replaced at the customer's expense as stated in the adopted fee schedule.

(d) Maintenance and/or repair of privately owned compactors is the responsibility of the commercial customer or owner.

Sec. 24-72. Site maintenance and clean up.

(a) Maintenance of the site, together with the approach, shall be the responsibility of the owner. The city shall not be responsible for damage caused by collection vehicles to driveways, parking lots, or other traveled surfaces.

(b) It is the responsibility of the customer to keep the area around the point of collection clean and sanitary. If conditions are a nuisance, thereby causing a litter, odor, environmental, unsanitary, or potential health hazard, the condition shall be abated as directed by the solid waste director. The customer shall pay all costs related to the cleanup, including but not limited to employee hourly wages, collection vehicle hourly rates, and the transport, and disposal costs for all solid waste collected.

Sec. 24-73. Container locking devices.

Locking devices are available to secure the container lid to prevent unauthorized access. The locking device allows the container to be secured at times needed and does not have to be unlocked for the city to service the container. Fees are as stated in the adopted fee schedule and include a onetime installation fee of the locking device and a monthly fee.

Sec. 24-74. Container pads for commercial containers.

As of the effective date of this article, all new container service requests must first comply with the following standards for container pads and screening prior to collection by the city.

(a) Concrete pad and approach apron shall be constructed from concrete and shall be deemed to support the collection equipment.

(b) The minimum dimensions of the approach apron shall be fourteen feet (14') wide and a depth of fifteen feet (15'). The approach drive shall not vary more than ten degrees (10˚) above or below the horizontal plane.

(c) The minimum dimensions of the concrete pad, where a single container sits, shall be fourteen feet (14') wide and a depth of twelve foot four inches (12'-4").

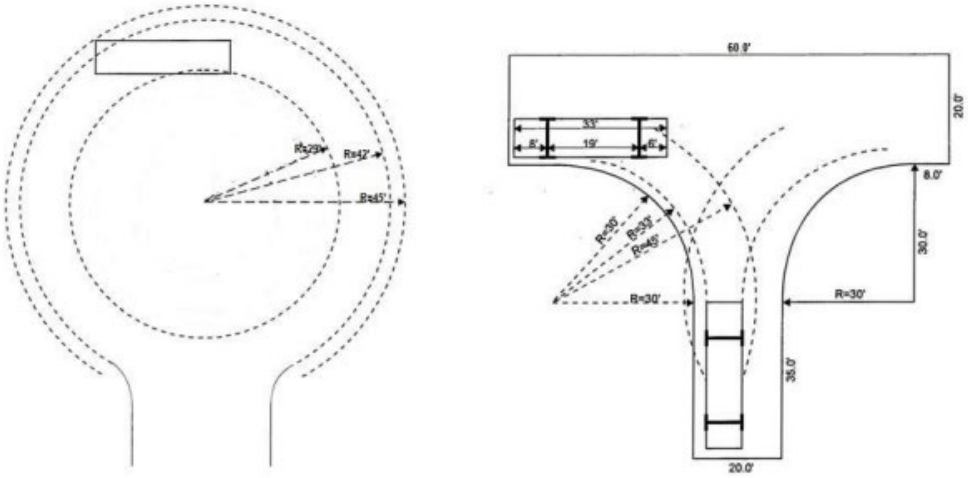
(d) All pads shall have screening on at least three (3) sides. Screens shall be constructed of masonry block, wood, or chain link fencing with slats. Doors are optional, but if installed, shall have features to secure doors in an open position while the collection vehicle is emptying the container.

(e) All pads shall have two (2) six-inch (6") DIA bollards eight foot (8') long, filled with concrete. Four foot (4') above slab, and four foot (4') deep below slab. Bollards shall be placed far enough back to allow the full depth of the anticipated dumpster bin and any additional space needed to prevent dumpster bin(s) from conflicting with any other requirements. Bollards shall be no more than five foot (5') apart from each other.

(f) Dimensions for maneuvering, the maximum deviation from access path to the enclosure shall be thirty degrees (30˚), a clear maneuvering area of up to sixty-five feet (65') in front of the container will be required. No parking will be allowed in the maneuvering area.

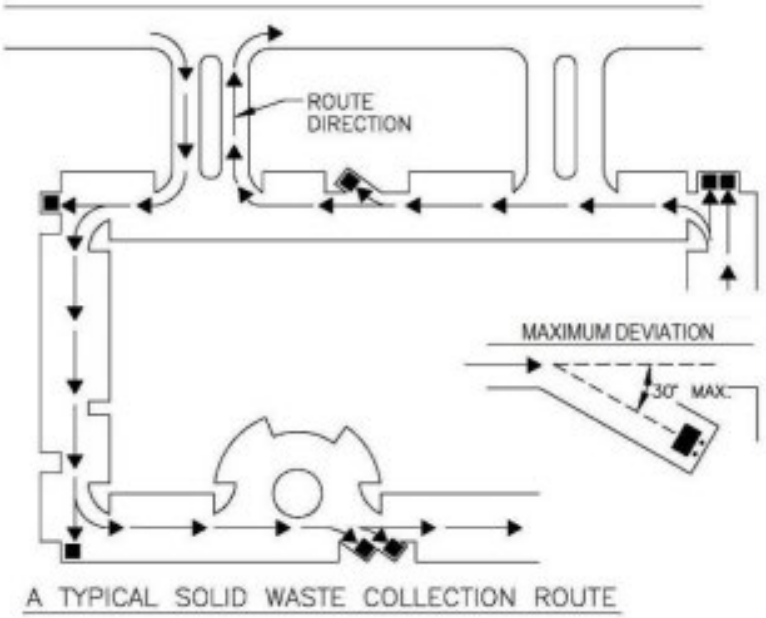
(g) Pad shall be level with roadway or slope to roadway for easy access by collection vehicles. All access areas shall be a minimum unobstructed width of twenty feet (20'), sixty-five feet (65') in length and sixteen feet (16') in height. Outside turning radii in these areas shall be a minimum of forty-five feet

(45’). At no time shall a collection vehicle be required to back while turning, or more than fifty feet (50’) while on the property or be required to back out into, or in from a public right-of-way. In such cases, a tee or circle turnaround that meets the minimum standards, as shown below, will be required.

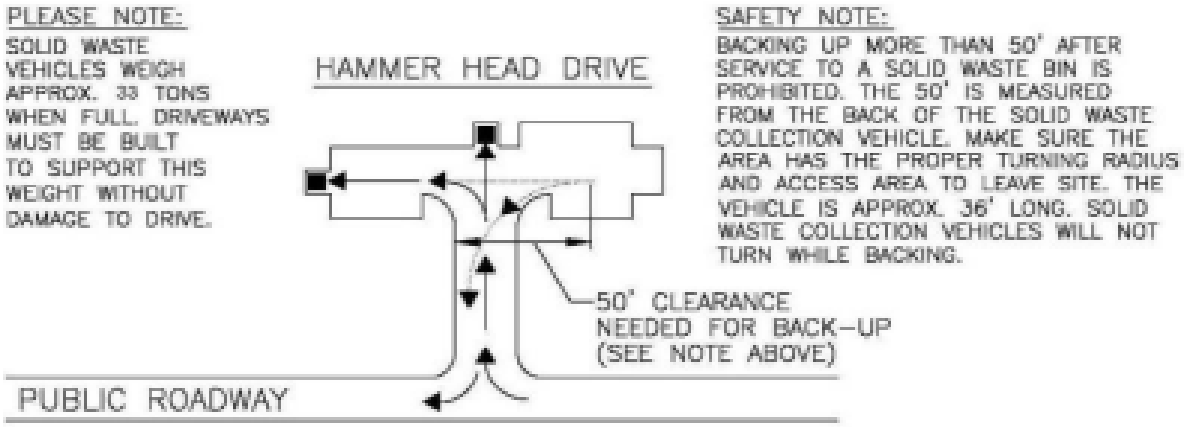


In all cases, approach design should facilitate a looping or circle ingress/egress path that avoids necessity of collection vehicle having to conduct backing maneuvers as much as possible.

(h) Whenever, in the opinion of the Solid Waste Director or designee, a dumpster or screen cannot be located upon a particular site so as to conform with these requirements, or there are special circumstances which make the requirements wholly impracticable, the Solid Waste Director or designee may designate a location for the dumpster which in their discretion is the most accessible and aesthetically appropriate or make exemptions from the requirements as necessary.



A TYPICAL SOLID WASTE COLLECTION ROUTE



DIVISION 4. RECYCLING PROGRAM

Sec. 24-81. Definitions.

The following words, terms, and phrases, when used in this article, shall have the following meaning ascribed to them.

(a) *Recycle materials* means materials such as, but not limited to, paper products, glass, aluminum and other metals, plastic, and containers made in whole or in part of aluminum, metal, or plastic, which are separated and segregated from other garbage, trash, or refuse for the purpose of recycling and which are placed in a recycling receptacle for use in a recycling program.

(b) *Recycling* means the diversion of specific materials from a solid waste stream and the processing of those materials for use as new products and/or other productive uses including composting.

(c) *Recycling program* means the organized collection of recyclable material for the purpose of resource recovery and recycling in pursuit of the goals of the city.

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Sec. 24-85. Recycling drop-off center.

(a) The city operates two (2) citizen drop-off sites and three (3) drop-off trailer locations for recyclable materials. Drop off sites are located at Killeen recycle center located at 111 East Avenue F and at the Killeen transfer station located at 12200 State Hwy 195. Drop-off trailers are located at 3301 South W S Young Drive, 6520 Clear Creek Road, and 2906 E. Rancier Ave. All recycling trailers are located at 3301 South W S Young on weekends and holidays. Drop-off trailers may be relocated to various areas as needed.

(b) Acceptable materials vary by drop-off site but are as posted at the site. Generally, acceptable materials at all locations include paper products, metals, plastic containers #1 and #2, and glass jars and bottles. Automotive materials such as waste oil, oil filters, transmission oil, hydraulic oil, differential oil, and lead acid batteries are only accepted at Killeen recycling center and Killeen transfer station. Fees are not charged for depositing these materials.

(c) Scrap tires are accepted at the recycling center and transfer station only; a fee is charged per tire as stated in the adopted fee schedule.

(d) Materials brought to the drop-off sites shall be placed in the designated container, or as directed by a site attendant. Materials shall not be left at drop-off sites during non-operational or non-public access hours.

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Sec. 24-88. Reserved.

Sec. 24-89. Freon or chlorinated fluorocarbon (cfc) evacuation service.

(a) Appliances, such as refrigerators, that contain Freon or CFC's, are accepted at the Killeen recycling center and Killeen transfer station. A fee is charged for the evacuation of CFC's by a licensed technician and the disposal of the appliance; the fee is stated in the adopted fee schedule.

(b) For residences without transportation means, the pickup of an appliance that contains CFC's may be arranged with the solid waste by request for bulk service and will be collected curbside.. A fee is charged for the collection, the CFC evacuation service, and the disposal of the appliance, as stated in the adopted fee schedule.

(c) Refrigerators and freezers must be completely empty of all food and debris with doors secured prior to collection.

Sec. 24-90. Roll-off service for special recycling purposes or events.

(a) The solid waste services division may offer roll-off containers for occasional use for the restricted collection of recyclable materials. The use of a roll-off shall be coordinated with the recycling manager.

(b) It is the responsibility of the roll-off customer to insure only designated recyclables are placed in the roll-off container. Roll-offs with garbage/rubbish will be charged standard rates as stated in Division 6, Rate Schedule.

(c) A roll-off rental fee as stated in the adopted fee schedule, shall be paid at the time the roll-off service is coordinated with the recycling manager.

(d) Recyclable material placed in the roll-off becomes the property of the city.

DIVISION 5. TRANSFER STATION

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Sec. 24-101. Hours of operation.

The hours of operation for the public are 8:00 a.m. - 5:00 p.m. on Monday, Tuesday, Thursday, Friday; and 8:00 a.m. - 3:00 p.m. on Wednesday and Saturday. The facility is closed to the public on Sundays.

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Sec. 24-104. Transfer station use and charges for Killeen residents.

Residential customers are authorized free disposal of not more than 500 pounds, up to two (2) trips per calendar month at the transfer station, when presenting a current utility bill for their residence showing that solid waste services is a paid utility. Weight in excess of 500 pounds shall be assessed at the current scale rate. Items which shall be accepted for disposal are brush, yard waste, grass clippings, leaves, garbage, rubbish, furniture items, building waste, demolition or construction materials or debris such as carpet, padding, roofing shingles, doors, lumber, sinks, commodes, and sheetrock. Walk behind lawnmowers may also be discarded provided it is demonstrated that the mower does not contain fuel or engine oil. This service is available to residential customers only with a valid ID and current city utility bill; does not apply to commercial businesses.

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Sec. 24-107. Recycling drop off-site.

(a) A citizen's drop-off site for recyclable materials is located at the transfer station. Recycle materials that are accepted are posted at the site. Fees are not charged for depositing these materials.

(b) White goods are accepted at the facility. However, any appliance such as freezer, air conditioning unit, or refrigerator must have a certification from a licensed technician that the appliance is free of refrigerant or chlorinated fluorocarbon (CFC). Fees are assessed as stated in the adopted fee schedule.

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Secs. 24-109—24-114. Public Scale.

The Killeen Transfer Station operates a certified public scale which can accommodate most vehicles, including large tractor trailers. A fee is charged for the use of scales as stated in the adopted fee schedule.

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

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

SECTION IV. That the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this_____day of_____, 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED

_____
Debbie Nash-King, MAYOR

ATTEST:

_____
Judy Paradice, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

_____
Holli Clements, CITY ATTORNEY

ORD _____
Date: _____

SOLID WASTE ORDINANCE AMENDMENT

OR-22-018

October 4, 2022

Background

- Ordinance revisions suggested to become effective October 18, 2022, are as follows:
  - Revised title of Section 24-54, Special Collection Services to Bulk Collection Services
  - Revised Section 24-56, Transfer Station Use, increasing free disposal weight for residential customers from 300 to 500 pounds
  - Removed Sections 24-52 and 24-88, Move-in Cardboard Boxes and Packing Material Collection
  - Various terminology revised throughout to provide clarity

Alternatives

- Do not approve revisions to the solid waste ordinance.
- Approve revisions to the solid waste ordinance.

Recommendation

- City Council approve the ordinance amending Chapter 24, Solid Waste, of the Code of Ordinances, to provide a concise document for all residential and commercial customers.

City of Killeen

Staff Report

File Number: OR-22-019

1	City Council Workshop	10/04/2022	Reviewed and Referred	City Council	10/18/2022

DATE: **October 4, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Miranda Drake, Director of Budget**

SUBJECT: **Ordinance amending commercial water rates**

BACKGROUND AND FINDINGS:

In the recent Water & Sewer five-year rate analysis it was recommended to implement a phased approach to adjusting the base rate paid on different meter sizes by commercial customers to be in line with the American Water Works Association (AWWA) recommendation. The first phase of the adjustment is included in the proposed FY 2023 Budget which is estimated to generate an additional $158,000 in annual revenue.

On September 13, 2022, the City Council amended the commercial water rates as recommended. However, the 5/8" and 3/4" commercial meter and commercial volumetric rates were increased in error. This amendment will restore the 5/8" and 3/4" commercial meter rate to $14.02 and the commercial volumetric rate to $3.50 per 1,000 gallons over the 2,000 gallons. In addition, the outside city limit amounts listed should be 150% of the approved commercial rates inside the city limits.

These corrections will be effective retroactively October 1, 2022.

THE ALTERNATIVES CONSIDERED:

(1) Do not amend water and sewer commercial rates.
(2) Amend water rates for commercial customers to restore rates for 5/8" and 3/4" commercial meters.

Which alternative is recommended? Why?

Alternative two (2) is recommended to restore rates for 5/8" and 3/4" commercial meter customers.

CONFORMITY TO CITY POLICY:

The proposed ordinance conforms to applicable City policy.

FINANCIAL IMPACT:

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

City Council approve the ordinance amending Chapter 30, Water, Sewers, and Sewage Disposal of the Code of Ordinances to amend commercial water rates.

DEPARTMENTAL CLEARANCES:

Public Works
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

AN ORDINANCE AMENDING CHAPTER 30 WATER, SEWERS, AND SEWAGE DISPOSAL, ARTICLE IV, OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, BY AMENDING COMMERCIAL WATER RATES; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the City Council of the City of Killeen deems the continued operation and functionality of the City's water and sewer infrastructure to be of vital importance to the protection of the public health, safety, and welfare of its citizens; and,

WHEREAS, a Water and Sewer rate study has determined that in order to provide continued water and sewer service, it is necessary and in the best interest of the public health and safety to amend the commercial water rates;

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

SECTION I. That Chapter 30, Article IV of the City of Killeen Code of Ordinances is hereby amended by adding the following sections to read as follows:

ARTICLE IV. RATES AND CHARGES

DIVISION 2. – RATES

SUBDIVISION B. – WATER RATES

Sec. 30-136. Assessed.

(a) The following water charges shall apply to all residential users for the consumption of water inside the city limits:

0 to 2,000 gallons - Meter size:

5/8" and 3/4"$13.54

1"$14.99

1-1/2"$18.63

2"$22.98

3"$33.15

4"$47.70

6"$85.11

8"$127.60

Applicable to all meter sizes:

2,001 to 15,000 gallons, per 1,000 gallons$3.38

15,001 to 30,000 gallons per 1,000 gallons$4.03

Over 30,000 gallons, per 1,000 gallons$4.81

(b) The following water charges shall apply to all commercial users for the consumption of water inside the city limits:

0 to 2,000 gallons - Meter size:

5/8" and 3/4"$~~14.95~~$14.02

1"$ 15.89

1-1/2"$ 20.56

2"$ 26.17

3"$ 39.26

4"$57.95

6" $ 104.68

8"$ 160.76

Applicable to all meter sizes:

All over 2,000 gallons, per 1,000 gallons $~~3.75~~$3.50

(c) The following water charges shall apply to all apartment, small apartment, and mobile home park users for the consumption of water inside the city limits:

0 to 2,000 gallons - Meter size:

5/8" and 3/4"$13.54

1"$14.99

1-1/2"$18.63

2"$22.98

3"$33.15

4"$47.70

6"$85.11

8"$127.60

Applicable to all meter sizes:

All over 2,000 gallons, per 1,000 gallons$3.38

(d) The water rates for all residential users outside the city limits shall be equal to the rates for residential users inside the city limits plus fifty percent (50%):

0 to 2,000 gallons - Meter size:

5/8" and 3/4"$20.31

1"$22.49

1-1/2"$27.95

2"$34.47

3"$49.73

4"$71.55

6"$127.67

8"$191.40

Applicable to all meter sizes:

2,001 to 15,000 gallons, per 1,000 gallons$5.07

15,001 to 30,000 gallons per 1,000 gallons$6.05

Over 30,000 gallons, per 1,000 gallons$7.22

(e) The water rates for all commercial users outside the city limits shall be equal to the water rates for commercial users inside the city limits plus fifty percent (50%):

0 to 2,000 gallons - Meter size:

5/8" and 3/4"$~~22.42~~$21.03

1"$23.84

1-1/2"$30.84

2"$39.26

3"$58.89

4"$86.93

6"$157.02

8"$241.14

Applicable to all meter sizes:

All over 2,000 gallons, per 1,000 gallons $~~5.60~~$5.25

(f) The water rates for all apartment, small apartment, and mobile home park users outside the city limits shall be equal to the water rates for apartment, small apartment and mobile home park users inside the city limits plus fifty percent (50%):

0 to 2,000 gallons - Meter size:

5/8" and 3/4"$20.31

1"$22.49

1-1/2"$27.95

2"$34.47

3"$49.73

4"$71.55

6"$127.67

8"$191.40

Applicable to all meter sizes:

All over 2,000 gallons, per 1,000 gallons$5.07

(g) The meter rates for city-owned fireplugs are as follows:

0 to 2,000 gallons$32.02

All over 2,000 gallons, per 1,000 gallons$3.50

(h) The meter rates for Stonetree Golf Course irrigation shall be equal to the M&O rate for potable water or reuse water rate per 1,000 gallons charged to the City of Killeen by Bell County Water Control and Improvement District No. 1.

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

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

SECTION IV. That the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION V. That this ordinance shall be effective on October 1, 2022.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this_____day of_____, 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED

_____
Debbie Nash-King, MAYOR

ATTEST:

_____
Judy Paradice, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

_____
Holli Clements, CITY ATTORNEY

ORD _____

Date: _____

ORDINANCE AMENDING WATER & SEWER RATES

OR-22-019

October 4, 2022

Background

- 2020 Water & Sewer Rate Study recommended a five-year phased meter charge increase for commercial water service, which is an American Water Works Association (AWWA) standard
  - Phased approach to prevent one large increase
  - Increase will provide an estimated $158,000 in annual revenue
  - Affects commercial customers (in and out of city limits)
- City Council approved the first phase rate increase September 13, 2022

Background (cont'd)

- Three errors occurred on the original ordinance change:
  - 5/8" and ¾" meter increased from $14.02 to $14.95
  - Commercial volumetric increased from $3.50 to $3.75
  - Outside City Limit amounts were miscalculated
- This ordinance change corrects the errors:
  - 5/8" and ¾" commercial meter should remain at $14.02
  - Commercial volumetric should remain at $3.50 per 1,000 gallons above the 2,000 gallons
  - Outside City Limit amounts should be 150% of the approved commercial rates

Monthly Commercial Rates

	Proposed Correction	9/13/22 Change	Change Amount
Commercial (inside City limits):			
Minimum by Meter Size (Phase 1 of 5):			
Water (5/8" and 3/4")	$ 14.02	$ 14.95	$ (0.93)
Water (1")	15.89	15.89	-
Water (1-1/2")	20.56	20.56	-
Water (2")	26.17	26.17	-
Water (3")	39.26	39.26	-
Water (4")	57.95	57.95	-
Water (6")	104.68	104.68	-
Water (8")	160.76	160.76	-
Volumetric (2,001 + gals)	3.50	3.75	(0.25)

Monthly Commercial Rates (cont'd)

	Proposed Correction	9/13/22 Change	Change Amount
Commercial (outside City limits - water rates for commercial users inside city limits plus fifty percent [50%]):			
Minimum by Meter Size (Phase 1 of 5):			
Water (5/8" and 3/4")	$ 21.03	$ 22.42	$ (1.39)
Water (1")	23.84	24.91	(1.08)
Water (1-1/2")	30.84	30.92	(0.08)
Water (2")	39.26	38.16	1.10
Water (3")	58.89	55.08	3.81
Water (4")	86.93	79.28	7.65
Water (6")	157.02	141.50	15.52
Water (8")	241.14	212.39	28.75
Volumetric (2,001 + gals)	5.25	5.60	(0.35)

Alternatives

- Do not amend water and sewer commercial water rates and revisions to the ordinance.
- Amend water and sewer commercial water rates and revisions to the ordinance.

Recommendation

City Council approve the ordinance amending Chapter 30, Water, Sewers, and Sewer Disposal of the Code of Ordinances to amend commercial water rates.

City of Killeen

Staff Report

File Number: PH-22-074

1	City Council Workshop	10/04/2022	Reviewed and Referred	City Council	10/18/2022

DATE: **October 4, 2022**

TO: **Kent Cagle, City Manager**

FROM: **Miranda Drake, Director of Budget**

SUBJECT: **Budget Amendment**

BACKGROUND AND FINDINGS:

The following budget amendment allocates funding for the Chaparral Road Widening project. These funds were originally appropriated when the FY 2020 budget and CIP was adopted. Per Section 73 of the City of Killeen Charter, "The purpose of any such appropriation shall be deemed abandoned if three years pass without any disbursement from the appropriation." This budget amendment reinstates the funding that was originally appropriated in FY 2020.

Expenses will be amended as follows:

Expenses

CIP PROJECTS / DESIGN/ENGINEERING	$3,000,000
CIP PROJECTS / CONSTRUCTION	500,000
TOTAL	$3,500,000

THE ALTERNATIVES CONSIDERED:

Option 1 - Do not approve the ordinance amending the FY 2023 Annual Budget.
Option 2 - Approve the ordinance amending the FY 2023 Annual Budget.

Which alternative is recommended? Why?

Option 2 is recommended to approve the ordinance amending the FY 2023 Annual Budget.

CONFORMITY TO CITY POLICY:

The City's Financial Governance Policies, Section V. Budget Administration (B)(1) states that City Council may amend or change the budget by ordinance.

FINANCIAL IMPACT:

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

This budget amendment will appropriate $3,500,000 to fund the Chaparral Road Widening project.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Upon approval of the attached ordinance amending the FY 2023 Annual Budget

If not, where will the money come from?

N/A

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

Upon approval of the attached ordinance amending the FY 2023 Annual Budget

RECOMMENDATION:

City Council approve the ordinance amending the FY 2023 Annual Budget.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE NO. _____

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

WHEREAS, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2022 to September 30, 2023, has been adopted by City Council in accordance with the City Charter; and

WHEREAS, it is the desire of the Killeen City Council to amend the FY 2023 Annual Budget; and

WHEREAS, the budget amendment requires City Council approval;

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

SECTION 1. That Ordinance 22-067, adopting a budget for operating the municipal government of the City of Killeen for the Fiscal year October 1, 2022 to September 30, 2023, be amended as to the portion of said budget as follows:

Expenditures:

Account Number	Description	Budget Change	Budget
349-8934-493.69-01	CIP PROJECTS / DESIGN/ENGINEERING		50,000
	Chaparral Road Widening Project	3,000,000	
	Budget Change Sub-total	3,000,000	
	Account Sub-total		3,050,000
375-8934-493.69-03	CIP PROJECTS / CONSTRUCTION		75,000
	Chaparral Road Widening Project	500,000	
	Budget Change Sub-total	500,000	
	Account Sub-total		575,000
	EXPENDITURES TOTAL	3,500,000	$ 3,625,000

SECTION II: That the City Council finds that the public notice and public hearing requirements of Section 38 and 56 of the City Charter have been complied with prior to the enactment of this ordinance.

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

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

SECTION V: That this ordinance shall be effective after its passage and publication

according to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 18th day of October, 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED

_____
Debbie Nash-King
Mayor

ATTEST:

_____
Judy Paradice
Interim City Secretary

APPROVED AS TO FORM:

_____
Holli C. Clements
City Attorney

BUDGET AMENDMENT
CHAPARRAL ROAD PROJECT

PH-22-074

October 4, 2022

Budget Amendment

- Chaparral Road Widening Project
  - Originally appropriated in FY 2020
  - Three-year timeframe with no encumbrance or expenditure
  - City Charter requires project be deemed abandoned
  - Budget amendment appropriates fund balance with original requested amount

Project	Account Description	Adopted FY 2023 Budget	Budget Change	Amended Budget
Chaparral Road Widening	Design & Construction-Governmental CIP	-	3,000,000	3,000,000
	Construction-Drainage CIP	-	500,000	500,000
	Total Project Expense	-	3,500,000	3,500,000

Recommendation

City Council approve the ordinance amending the FY 2023 Annual Budget