

# **SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This is an Agreement between the City of Killeen, Texas (Owner) and Johnson, Mirmiran, & Thompson, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as providing the architectural/engineering program management for a Fleet Services Facility, a Parks' Ground Maintenance Facility, and a Police Department Evidence Storage Building and Parking Lot Expansion Projects (Project). Engineer's services under this Agreement (Services) are generally identified under the Appendix 3: Scope and Fee, included in this Agreement.

Owner and Engineer further agree as follows:

## 1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer as described in the attached Scope of Services.

## 2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
  - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

## 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
  2. insurance and bonding requirements;
  3. protocols for electronic transmittals during bidding and construction;
  4. Owner's safety and security programs applicable to Contractor and other Constructors;
  5. diversity and other social responsibility requirements;
  6. bidding and contract requirements of funding, financing, or regulatory entities;
  7. other specific conditions applicable to the procurement of construction or contract documents;
  8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.
- 3.01 Schedule for Rendering Services
- A. Engineer shall complete its Services within the following specific time period: reasonable period of time. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
  - B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 4.01 Invoices and Payments
- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
  - B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) 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; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. ~~Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 0.~~
- E. Basis of Payment
  - 1. Owner shall pay Engineer for Services as follows:
    - a. Monthly payment in the total amount of \$724,096.00; based upon the distribution as described in the attached Appendix 3: Scope and Fee.
    - b. In addition to the above amount, reimbursement of the following expenses: None.
    - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
  - F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 2.

#### 5.01 Insurance

- A. Engineer shall procure and maintain insurance in the amounts as described in Appendix 1.
- B. On all policies, except Worker's Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

#### 6.01 Termination

- A. Termination for Cause
  - 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
    - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial 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 will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
  3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of 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 subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

#### 7.01 General Considerations

- 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 the subject 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 any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not

limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' 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 requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, 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 its officers, directors, members, partners, agents, employees, and subconsultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then 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 such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the State of Texas and the venue for any exercise of rights at law shall be Bell County.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 8.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste,

and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

#### 9.01 Successors, Assigns, and Beneficiaries

##### A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 9.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. 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.

#### 10.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), 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.

#### 11.01 Contract Verification

- A. In the event that Engineer employs at least ten (10) full-time employees and the total cost for this Agreement, as described in Paragraph 4.01(E), is at least one-hundred thousand dollars (\$100,000), Engineer verifies that it does not and will not during the term of this Agreement:
1. boycott Israel, as defined by Texas Government Code section 808.001;
  2. boycott energy companies, as defined by Texas Government Code section 809.001; or
  3. discriminate against a firearm entity or firearm trade association, as defined by Texas Government Code section 2274.001.

Attachments: Appendix 1, Engineer's Required Insurance Coverage  
Appendix 2, Engineer's Standard Hourly Rates

*(signature page follows)*

This Agreement's Effective Date is \_\_\_\_\_, 2024

**Owner:**

City of Killeen  
(name of organization)

By: \_\_\_\_\_  
(signature)

Date: \_\_\_\_\_  
(date signed)

Name: Kent Cagle  
(typed or printed)

Title: City Manager  
(typed or printed)

Address for giving notices:

P.O. Box 1329  
Killeen, Texas 76541

**Designated Representative:**

Name: Andrew Zagars  
(typed or printed)

Title: City Engineer  
(typed or printed)

Address:

3201-A South W.S. Young Drive  
Killeen, Texas 76549-6157

Phone: 254-616-3179

Email: AZagars@KilleenTexas.gov

**Engineer:**

Johnson, Mirmiran, & Thompson, Inc  
(name of organization)

By:   
(signature)

Date: 7/22/2024  
(date signed)

Name: Kristi Flagg  
(typed or printed)

Title: Senior Vice President  
(typed or printed)

Address for giving notices:

801 E. Old Settlers Blvd., Ste. 102  
Round Rock, TX 78664

**Designated Representative:**

Name: Jennifer Shell  
(typed or printed)

Title: Sr. Project Manager  
(typed or printed)

Address:

2211 S IH 35, Suite 200  
Austin, TX 78741

Phone: 737-243-1939

Email: JShell@jmt.com



This is **Appendix 1, Engineer’s Required Insurance Coverage**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

## ENGINEER’S REQUIRED INSURANCE COVERAGE

In accordance with Paragraph 5.01.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
<b>Workers’ Compensation</b>	
State	Statutory
<b>Employer’s Liability</b>	
Each accident	\$ 500,000
Each employee	\$ 500,000
Policy limit	\$ 500,000
<b>Commercial General Liability</b>	
General Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$ 1,000,000
<b>Automobile Liability</b>	
Bodily Injury	
Each Person	\$ 500,000
Each Accident	\$ 500,000
Property Damage	
Each Accident	\$ 500,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$ 500,000
<b>Excess or Umbrella Liability</b>	
Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000
<b>Professional Liability</b>	
Each Claim	\$
Annual Aggregate	\$
<b>Unmanned Aerial Vehicle Liability Insurance</b>	
Each Claim	\$
General Aggregate	\$
<b>Other Insurance [Specify]</b>	
Each Claim	\$
General Aggregate	\$

This is **Appendix 2, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated.

## ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Billing Class	Rate
Project Manager	\$ <b>193.21</b> /hour
Senior Project Manager	\$ <b>223.24</b> /hour
Design Architect	\$ <b>159.49</b> /hour
Principal	\$ <b>243.35</b> /hour
Project Controls Specialist	\$ <b>120.12</b> /hour

This is **Appendix 3, Scope and Fee**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated.

## **SCOPE AND FEE**

The scope and fee for this contract is as described in the Fee Proposal submitted by Johnson, Mirmiran & Thompson, Inc. (JMT) dated June 21, 2024 as attached.



## 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 have a practice, policy, guidance or directive that discriminates against a firearm entity or firm each of the 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.*
- Texas Government Code, Chapter 2276 – 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.*

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

Kristi Flagg

\_\_\_\_\_  
Printed Name

7/22/2024

\_\_\_\_\_  
Date

Johnson, Mirmiran & Thompson, Inc.

\_\_\_\_\_  
Company Name

Senior Vice President

\_\_\_\_\_  
Title



June 21, 2024

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

**Re: Fee Proposal: RFQ #24-24: Architectural/Engineering Services to Act as The City's Independent Representative for Design/Build Projects**

Dear Mr. Zagars,

We are excited for the opportunity to provide the City of Killeen with the architectural/engineering program management services needed to complete the City's 2023 bond projects.

**Johnson, Mirmiran & Thompson, Inc. (JMT)** maintains an objective to provide our most talented staff who work tirelessly to support the success of our valued clients and their projects.

The bond projects included in this program are: Fleet Services Facility, Parks' Grounds Maintenance Facility, Police Department Evidence Storage Building, and Headquarters' Parking Lot Expansion.

Please see our initial scope of services (attached) and fees (listed below) for the program management services proposed for these projects.

We are available to review at your convenience to discuss this initial scope and fee with you.

Again, we greatly appreciate the opportunity to partner with the City on these projects.

Sincerely,

Terry Whitman  
Associate Vice President  
C. (214) 693-3567 | TWhitman@jmt.com

**Proposed Program Management Fees**

Fleet Services Facility	\$198,633
Parks' Grounds Maintenance Facility	\$198,633
Police Department Evidence Storage Building, and Headquarters' Parking Lot Expansion	\$326,831
<b>Total</b>	<b>\$724,096</b>



## **Scope of Services for Architectural/Engineering Services to Act as the City's Independent Representative for Design/Build Project**

### **OVERALL SCOPE:**

JMT shall provide a Project Manager (PM) who shall be the single Point-of-Contact for City of Killeen (Owner). Services include all general leadership and management functions required of a PM; which include but are not limited to, planning and phasing of project, tracking budgets, monitoring schedules, overseeing quality on all aspects of the project; communicating with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the project through all its various phases; providing direct interface with end users, other stakeholders, participating in community meetings; and briefing City departments and Council as necessary.

Throughout the project, JMT will:

- Provide monthly updates with project progress, issues, budget and schedule updates to keep the Owner's Project Manager and Staff informed and communicate with end-users to keep scope aligned with project objectives. If requested, JMT will provide updates to City Council.
- Track project progress for consistency and forecast milestones to mitigate scope/schedule risks and to assure compliance with City goals, as well as applicable local, state and federal codes, statutes and regulations.
- Administer and maintain project documentation related to project management, construction management, cost and schedule control, administration, accounting and budget management, or other areas of expertise normally associated with design and construction management for capital projects.

### **PROGRAMMING AND PROCUREMENT PHASE**

Review all existing owner baseline data and identify additional engineering and environmental information needed for programming and design. Assist in the selection/procurement/contracting of consulting firms to perform the work.

Organize and facilitate a series of stakeholder meetings to solicit input and feedback from the city departments, including but not limited to presentations, maps, graphics, charts, graphs, posters, interactive tools, etc. Summarize all meetings including number of attendees and a summary of input and feedback received.

Validate overall project budget including hard and soft costs - Total Project Cost (TPC) - (i.e., construction, design, management, testing, furnishings, equipment, permitting, connection fees, contingency funds, etc.).

Develop a master milestone schedule for project.

Project cash-flows for finance and accounting model.



Develop communication protocols for the project and implement the use of Procore to provide an electronic filing and document control system. Provide training for its use.

Establish, coordinate, and lead all project-related meetings.

Assist in preparation of the RFP/RFQ for the Design/Build team or the Design team and Construction Manager at Risk team, if applicable, including description of projects, general outline of the scopes of work, budgets, schedules, design and scoring criteria.

Assist the City in evaluating Qualifications by creating the master evaluation work sheet and scoring criteria, selecting up to three finalists, evaluating the final proposals, conducting interviews, and selecting the Final Proposal that provides the "Best Value" to the City.

Assist owner in coordinating critical project issues with local governing agencies and authorities having jurisdiction.

### DESIGN PHASE

Manage the design and execution of the project by providing project leadership, communication, coordination and conflict resolution to ensure project goals are met. Facilitate timely responses from project representatives and report progress and issues impacting the project goals to stakeholders.

Monitor work of designated design professionals, contractors and technical service providers to ensure quality and expected functionality. Facilitate timely review of contract documents at key milestones with appropriate project stakeholders, and ensure deliverables meet basic quality standards and contractual requirements.

Conduct design meetings between stakeholders and the Design/Build team; document and resolve issues.

Review each design phase cost estimate from the Design/Build team; reconcile and assist the team to keep cost under control.

Review each design phase schedule from the Design/Build team and conduct schedule optimization session(s) as required.

Participate in drawing reviews for completeness, constructability, and cost savings. Coordinate, review, and evaluate all design documents submitted by the Design/Build team for compliance with the City's design guidelines, space program needs, and performance specifications.

Assist the Design/Build team with coordinating the permitting processes and with all issues involving local governing agencies and authorities having jurisdiction

Review and approve project invoices and expenses for the Design/Build team and other project-related consultant services.

Review and participate in constructor's buyout of subcontract packages; ensure scope analysis is complete and track budget/contingency adjustments.

Update cash-flows for finance and accounting model.



## CONSTRUCTION PHASE

Manage the construction and execution of the project by providing project leadership, communication, coordination and conflict resolution to ensure project goals are met. Facilitate timely responses from project representatives and report progress and issues impacting the project goals to stakeholders.

Administer the construction contract and general conditions and serve as City's point-of-contact during construction. Conduct construction update meetings on a weekly or as-needed basis. Review and approve project invoices and expenses for consultant services and construction pay applications with approval of percentage of completion for draw requests.

Conduct partnering sessions at the beginning of the construction phase to include all subcontractors. Review required documents/outlines from contractor including quality control plan, safety plan, environmental compliance plan, and Texas Architectural Barriers Plan (TAS/TDLR) and report to the City.

Manage the overall information flow during construction including submittals, RFIs, daily reports, and photos. Review approved submittals and obtain owner approvals as needed.

Evaluate requests for proposed change orders and construction change proposals and make recommendations. Analyze each potential change, estimate cost, and schedule, assess its impact, and negotiate the change amount. Execute necessary contract modification documents.

Conduct site visits and inspections to review work in place and report via Procore. Monitor construction progress and advise owner of any observations of non-conforming scope or quality workmanship.

Participate in resolution of disputes regarding construction.

Assist owner in contracting with independent testing firms and review testing program results.

Continue coordination with vendors under separate contract to owner, such as security, data, telecom, move management, etc., as well as all with local governing agencies and authorities having jurisdiction.

Review contractor's building commissioning and turnover plan and provide guidance and recommendations for acceptance of Projects.

## TURNOVER PHASE

Prepare final punch list with Contractor and Design Builder Architect and update Punch Lists until all items are completed.

Monitor all pre-functional testing and check-out for compliance with commissioning plan.

Review all contractual and warranty obligations for compliance including the issuance of all documents such as operations and maintenance manuals. Monitor status of as-built conditions and verify that as-built details are incorporated into contract drawings.

Coordinate training of facility maintenance staff for familiarization with all systems.





### WARRANTY AND OCCUPANCY

Generate and deliver a tickler file of all warranty deadlines for each project. Coordinate reviews of warranty items after a 30-day and eleven-month period. Provide post-occupancy evaluation of facility prior to warranty expiration.

Prepare final Walk-Through inspection prior to the end of the Contractor's Warranty Period.

# 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:  
2024-1187248

Date Filed:  
07/15/2024

Date Acknowledged:

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

Johnson, Mirmiran & Thompson, Inc. (JMT)  
Hunt Valley, MD 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.**

24-24  
Architectural/Engineering Services to Act as the City's Independent Representative for Design/Build Projects

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McCone, David S.	Hunt Valley, MD United States	X	
	Smulovitz, Richard	Hunt Valley, MD United States	X	
	Blair, Michael J.	Hunt Valley, MD United States	X	
	Natale, Matthew C.	Hunt Valley, MD United States	X	
	Johnson, Mirmiran & Thompson Employee Stock Ownership	Hunt Valley, MD United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Kristi D. Flagg, PE, and my date of birth is February 19, 1974.

My address is 801 E. Old Settlers Blvd., Ste 102, Round Rock, TX, 78664, 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 16th day of July, 2024.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)