

December 8, 2022

Ms. Lorianne Luciano  
Director of Procurement and Contract Management  
City of Killeen  
101 North College Street  
Killeen, Texas 76541

Re: HVAC and Lighting Replacement at the Killeen Civic and Convention Center.  
Project Address: 3601 SW S. Young Drive; Killeen, Texas 76542  
40021.22 Proposal for Professional Services

Dear Ms. Luciano:

Parkhill (A/E) is pleased to have the opportunity to provide Professional Architectural and Engineering Services to the City of Killeen (CLIENT) for HVAC and Lighting Replacement at the Killeen Civic and Convention Center (Project).

We understand the Basic Services (Scope of Work) you require to be:

1. A/E will review the program and budget furnished by CLIENT to ascertain the requirements of the Project and will arrive at mutual understanding of such requirements with CLIENT.
2. A/E will perform a "Discovery Phase" assessment of the Heating, Ventilating, and Air Conditioning (HVAC) system, exterior lighting system, interior lighting system, and building envelope to evaluate each system. A "Scope to Budget" Report will be presented based on the assessment with recommendations to be considered by the City.
3. A/E will perform a photometric study of the parking lot lighting for the front and rear parking of the Civic and Convention Center. This will include developing an ortho-rectified, aerial map from drone imagery.
4. Based on the mutually agreed upon Scope, schedule and construction budget requirements, A/E will prepare for approval by CLIENT, Schematic Design Documents consisting of Drawings and other documents illustrating the scale and relationship of Project components.
5. A/E will submit to CLIENT a preliminary Opinion of Probable Construction Cost based on current Scope.
6. Based on the approved Schematic Design Documents and any further adjustments in the Scope or quality of the Project or in the construction budget authorized by CLIENT, A/E will prepare, for approval by CLIENT, Design Development Documents setting forth the final design solution of the products to be used for the construction of the Project.
7. Based on the approved Design Development Documents and any further adjustments in the Scope or quality of the Project or in the construction budget authorized by CLIENT, A/E will prepare, for approval by CLIENT, Construction Documents consisting of Drawings and Specifications setting forth the requirements for the construction of the Project.
8. A/E will assist CLIENT in the preparation of necessary bidding information, bidding forms, the Conditions of the Contract, and the Form of Agreement between the CLIENT and the Contractor.
9. A/E will advise CLIENT of any adjustments to previous Opinion of Probable Construction Cost required by changes to the Scope or market conditions.
10. A/E will inform CLIENT to the best of their knowledge and will assist CLIENT in connection with the CLIENT's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project.
11. A/E, following CLIENT's approval of the Construction Documents and the latest Opinion of Probable Cost, will assist CLIENT in obtaining bids or negotiating proposal, and assist in awarding and preparing contracts for construction of the Project.
12. A/E will be the representative of and will advise and consult with CLIENT during construction until the final payment to the Contractor is due. A/E will have authority to act on behalf of CLIENT only to the extent provided in this Agreement unless otherwise modified by written instrument.

13. A/E will visit the site at intervals appropriate to the stage of construction or as otherwise agreed by CLIENT and A/E in writing to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating the Work, if completed, will be in accordance with Contract Documents. However, A/E will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work. On the basis of on-site observation as an Architect or Engineer, A/E will keep CLIENT informed of the progress and quality of the Work.
14. Based on A/E's observations and evaluations of the Contractor's Applications for Payment, A/E will review and certify amounts due the Contractor.
15. A/E will be the representative of and will advise and consult with CLIENT during construction until 30 days after the Date of Substantial Completion or occupancy by CLIENT, whichever occurs first. Time and expenses spent beyond 30 days after the Date of Substantial Completion are Supplemental Services and will be billed using A/E's Standard Hourly Rate Schedule.
16. As a supplemental service, A/E will develop a Boundary Survey of the property. This survey will be geo-referenced and tied to ground control points set by Parkhill field crews. A Boundary Survey of the existing site and an updated metes and bounds description of the property will be prepared.
17. As a supplemental service, A/E will provide a new easement description for a new natural gas utility (if required).

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Formal Surveys and Geotechnical Reports.
- Asbestos and Hazardous Materials Studies.
- Third-party Independent Construction Inspection Services.
- Construction Material Testing.
- Texas Department of Health Demolition Notification.
- Preparation of Construction Documents for more than one Bid Package.

A tentative schedule for submitting our Work for review is as follows:

- Notice to Proceed (NTP) issued by Client.
- Perform on-site Discovery Phase Assessment: NTP + 14 days.
- Scope to Budget Report: Assessment + 28 days.
- Schematic Design: Final Scope Approval + 28 days.
- Design Development: Schematic Design Approval + 28 days.
- Construction Documents: Design Development Approval + 42 days.

Changes to the above schedule may become necessary due to changes in Scope or other circumstances beyond A/E's control.

Our fees for the Basic Services described above will be based on a lump sum amount of \$154,000 as shown in the summary below and will be billed on a percentage complete method.

▪ Discovery Phase Assessment/Report	\$35,000
▪ Photometric Study/Aerial Drone Map	\$14,500
▪ Schematic Design	\$15,675
▪ Design Development	\$20,900
▪ Construction Documents	\$36,575
▪ Bidding Assistance	\$5,225
▪ Construction Observation	\$20,900
▪ Warranty Closeout	<u>\$5,225</u>
	\$154,000

Our fees for the Supplementary Services described above will be based on a lump sum amount of \$20,000 as shown in the summary below. If selected, service will be billed on a percentage complete method.

▪ Boundary Survey and Report	\$15,000
▪ New Easement Description and Exhibit	<u>\$5,000</u>
	\$20,000

Should the Scope of Services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using A/E's Standard Hourly Rate Schedule.

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling costs. Reimbursable expenses include, but are not limited to, travel, postage/shipping, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents and reports. We estimate these expenses to be approximately \$3,500.

Optional Supplemental Services may include "fly-through" animations, video presentations, exterior and interior renderings (photo-realistic), printed brochures, and fundraising collateral. These costs will be determined based on the desired level of presentation materials required and billed as reimbursable expenses.

Invoices will be sent to City of Killeen, 101 North College Street, Killeen, Texas 76541. A/E will also send invoices via the email address to City of Killeen Purchasing Department.

Many issues such as the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) and hazardous materials are of great concern to both building owners and to Architects and Engineers. The enclosed Standard Conditions gives a brief explanation of several of those issues and defines the roles and responsibilities for each party involved in this Proposal. We will be glad to discuss these issues with you at your convenience.

You may indicate your acceptance of this Proposal. Unless another date is specified, we will consider receipt of the Letter as authorization to proceed.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to call us at 512.676.2100.

Sincerely,

PARKHILL

CITY OF KILLEEN

By Jared A. Higgins  
Jared A. Higgins, PE, CEM, GGP  
Principal | Senior Practice Leader

Accepted By: \_\_\_\_\_

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

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

IN DUPLICATE

JAH/clw  
Enclosures