

March 10, 2023

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

**RE: PROPOSAL FOR PROFESSIONAL SERVICES  
COMMUNITY CENTER AND SENIOR CENTER EXPANSION AND RENOVATIONS—CITY OF KILLEEN**

Dear Mr. Zagars:

MRB Group, P.C. (MRB) is pleased to submit this proposal for construction observation services for the Killeen Community Center and Senior Center Expansion and Renovations (Project.)

## **I. Background**

The City of Killeen contacted MRB requesting a proposal for assistance in Construction Observations services for the Community Center Project. The Project is a remodel of their existing facility, and is currently bidding. The Project is funded through CDBG, which requires onsite inspections, daily staff monitoring, and receiving of certified payrolls. Daily visits will be needed.

MRB will perform this task utilizing staff from a pool of Construction Observers. The MRB Observer will report directly to the City's staff and will coordinate as directed by the City.

## **II. Scope of Services and Compensation**

### **A. Construction Observation**

1. Provide observation of construction on an hourly basis. Construction Observation is currently estimated for one (1) part-time Observer for the Project's 14-month duration, at three (3) hours per day, five (5) days per week, for a total of 900 hours. If additional contract time or overtime hours are needed

due to the nature of construction, additional services may be requested as needed.

2. Work conducted by the Construction Observer will include the following:
  - Coordinate and communicate with City Staff, the Architect, the Contractor, and other affected and concerned parties;
  - Review and validate monthly schedules and pay applications submitted by the Contractor;
  - Assist in responding to Requests for Information and change order requests;
  - Review construction procedures proposed by the Contractor for compliance with project requirements;
  - Monitor contract compliance with contract requirements, including materials of construction, work procedures, and construction requirements;
  - Prepare daily field reports when on site, with photographs as needed to document the character and progress of the work;
  - Develop punch lists for contract completion; and,
  - Assist in maintaining redlined Record Drawings for the Project as changes occur in the field when MRB is present.

Construction Observation hourly rate .....\$135.00

**Total Compensation (hourly not-to-exceed) ..... \$121,500.00**

*The cost figure shown above represents our hourly not-to-exceed amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.*

### **III. Additional Services**

The following professional services, not included in the above, can be provided on a personnel time-charge basis but would only be performed

upon receipt of your authorization. (*Rates are subject to annual adjustment*):

Senior Project Manager .....	\$230.00
Senior Engineer .....	\$180.00
Senior Design Technician.....	\$145.00

**IV. Commencement of Work/Schedule**

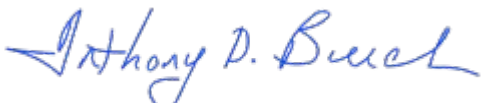
Upon receipt of the signed proposal, MRB Group will begin work on the Project.

**V. Standard Terms and Conditions**

Attached hereto and made part of this Agreement are *MRB Group's Standard Terms and Conditions*.

If this proposal is acceptable, please sign where indicated and return one copy to our office. Thank you for your considering of our firm. We look forward to working with you on this Project.

Sincerely,



Anthony D. Beach, P.E., CFM  
Sr. Project Manager



James J. Oberst, P.E., LEED AP  
Executive V.P./C.O.O.

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Enclosure

**PROPOSAL ACCEPTED FOR THE CITY OF KILLEEN BY:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**MRB GROUP, P.C.**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**STANDARD TERMS AND CONDITIONS**

**A. TERMINATION**

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

**B. OWNERSHIP OF DOCUMENTS**

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

**C. ESTIMATES**

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

**D. INSURANCE**

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

**E. INDEPENDENT CONTRACTOR**

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

**F. SUCCESSORS AND ASSIGNS**

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

**G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS**

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

**H. INVOICES AND PAYMENT**

Client will pay MRB Group, P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

**I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES**

MRB Group, P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

**J. P.S.O. NOT AN EMPLOYEE**

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

**K. INDEMNITY**

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.