

CITY OF KILLEEN
NEW CITY HALL AND MUNICIPAL COURT
ARCHITECTURAL PROGRAMMING, CONCEPTUAL LAYOUT AND PHASING DESIGN

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT made and entered into on the date last stated below between the **City of Killeen** hereinafter called "**CLIENT**", acting by and through Kent Cagle, City Manager, duly authorized to act on behalf of the CLIENT and **Brinkley Sargent Wiginton Architects, Inc.**, hereinafter called "**ARCHITECT**", acting by and through Denny Boles, Principal, duly authorized to so act on behalf of the ARCHITECT.

WHEREAS, the CLIENT desires PROFESSIONAL CONSULTING services in connection with the **NEW CITY HALL AND MUNICIPAL COURT** of Killeen, Texas, hereinafter called the "**PROJECT**"; and

WHEREAS, the CLIENT has determined that the ARCHITECT has experience in the area involved in the Project and is qualified to perform the work, and the ARCHITECT is willing to enter into a contract with the CLIENT to perform the SERVICES desired by the CLIENT connection with the PROJECT.

THE CLIENT AND ARCHITECT AGREE AS FOLLOWS:

The CLIENT hereby retains the ARCHITECT and ARCHITECT's subconsultants to perform PROGRAMMING, CONCEPTUAL DESIGN and PHASING services in connection with the PROJECT described above.

1. SCOPE OF SERVICES

The scope of ARCHITECTURAL PROGRAMMING, CONCEPTUAL LAYOUT AND PHASING DESIGN services to be performed by the ARCHITECT shall be as follows:

**Task 1.A Kick-Off Meeting / Project Start-Up
Meeting #1**

The general approach to the project will be to involve all stakeholders as determined by the City's Project Management Team. This includes dialogue during the programming process, as well as recommendations coming out of this process. The process will be one of forecasting future needs, cost projections and recommendation for the PROJECT. This will outline a long-range plan for the PROJECT for the next 20 years. This will begin with a kickoff meeting as outlined below:

Meeting between ARCHITECT and CLIENT. Below is an outline of topics to be covered:

- A. Team introduction and roles
- B. Confirm project understanding and scope of services
- C. Project coordination for scheduling departmental meetings
- D. Discuss other relevant reports and clarify as needed (if applicable)
- E. Confirm Facilities and Departments included in report

- F. Review draft schedule
- G. Identify goals and objectives and how report will be used
- H. Identify City participants and decision makers
- I. Review decision making process
- J. Review of Peer Cities to be used for bench-marking purposes

The GOAL of this project is to provide options for maximizing the benefit of improvement dollars through careful analysis of present and future needs.

Task 1.B Tour Existing City Halls and Municipal Courts
Meeting #2

- A. Site Visits - ARCHITECT will tour existing City Halls and Municipal Courts with the CLIENT. These observations will assist the City to determine the goals and expectations for the PROJECT. Observations will be documented and forwarded to the City for review.
- B. Meeting #1 – Observations will be discussed and reviewed with the City to assist the CLIENT and ARCHITECT. This discussion will allow the CLIENT and ARCHITECT to better understand the City's expectations and scope of work for the PROJECT.

Task 1.C Needs Assessment
Meeting #3
Meeting #4

ARCHITECT will project needs based upon City growth for a 20-year milestone. ARCHITECT will review and organize this information in preparation for conducting staff interviews. These interviews with Key Staff members will review data collected concerns, and review questionnaire information and adjust as needed. CLIENT and ARCHITECT will also use these interviews to observe department's location, physical and function condition, and assess the utilization of their current facilities as it relates to the PROJECT. This information will be updated during subsequent visits with Departments.

- A. Data Collection – This phase is centered on information/data collection from departments included in the Study. A **Questionnaire** will be developed to assist in creating this baseline information. Items included in questionnaire shall include:
 - 1. Mission Statement
 - 2. Departmental Function
 - 3. Current and Historic staffing patterns
 - 4. Current space allocation
 - 6. Challenges and needs of departments
 - 7. Functional relationship within department
 - 8. Desired adjacencies to other City departments
 - 9. Amount and type of Citizen/Visitor Interaction
 - 10. Storage needs
 - 11. Thoughts on impact of population growth on staffing
 - 12. Current technology utilized in operations

13. Parking needs (Staff, City owned and visitor)

- B. Meeting #3 – CLIENT and ARCHITECT will discuss observations from Meeting #2. This discussion will allow the CLIENT and ARCHITECT better understand the City's expectations and scope of work for the PROJECT.
- C. Meeting #3 – ARCHITECT will conduct an on-site meeting to review responses received from the departmental questionnaires.
- D. Meeting #4 - ARCHITECT will provide an initial program that incorporates the City's comments. Input will be sought from the City to better define the PROJECT's scope of work.

Task 1.D Needs Assessment / Initial Conceptual Layout Meeting #5

- A. ARCHITECT will present final needs assessment.
- B. ARCHITECT will present initial Conceptual Layout for City review and comments. Conceptual Layout will incorporate future phases as necessary. Conceptual Layout will consist of block diagram plans of the programmed square footage and site elements.
 - Conceptual Layout will not consist of detailed floor plans.

Task 1.E Conceptual Layout / Initial Conceptual Project Budget Meeting #6

- A. ARCHITECT will present updated Conceptual Layout incorporating City comments. Conceptual Layout will incorporate future phases as necessary. Conceptual Layout will consist of block diagram plans of the programmed square footage and site elements.
 - Conceptual Layout will not consist of detailed floor plans.
- B. ARCHITECT will present an initial Conceptual Project Budget for City review and comment.

Task 1.F Revised Project Budget / Initial Exterior Design Meeting #7

- A. ARCHITECT will present a revised Project Budget that has incorporated City comments.
- B. ARCHITECT will present initial Exterior Design for City review and comment.

Task 1.G Final Project Budget / Final Exterior Design Meeting #8

- A. ARCHITECT will present final Project Budget to City.
- B. ARCHITECT will present final Exterior Design to City.

**Task 1.H Presentation
Meeting #9**

ARCHITECT will present the results of the Study, in conjunction with City staff to City Leadership (maximum of one presentation).

Task 1.I Final Deliverables

- A. City expectations and goals of the project
 - 1. Project summary
 - 2. Summarize scope of work
- B. Observations and results of touring existing City Halls and Municipal Courts
- C. Program
- D. Site master plan
 - 1. Phasing plans as necessary
- E. Floor plans (block diagrams)
 - 1. Phasing plans as necessary
- F. Exterior Design Renderings
- G. Project schedule
- H. Project budget

Task 1.H Optional Services

As required or upon request, the ARCHITECT shall provide additional services including, but not limited to, the following in conjunction with this PROJECT. This work would be performed on an hourly basis after approval of CLIENT.

- A. Detailed investigations of existing building conditions and/or as-built drawings.
- B. Site Analysis and budgeting for existing buildings to meet City needs.
- C. Other approved specialized Professional Services as required in conjunction with this PROJECT.

2. CLIENT'S RESPONSIBILITIES

So as not to delay the services of the ARCHITECT, the CLIENT shall do the following in a timely manner:

2.1 Provide Existing Data

- A. Organizational chart for all departments involved with Task 1.C Programming and overall City organizational chart
 - 1. City to confirm city departments to be included in study
- B. Electronic file(s) for the proposed site
- C. Count of city and staff cars
- D. Future population projections of City
- E. Zoning map and thoroughfare plans
- F. Any goals statement for the City

2.2 Provide Access

Arrange for access to, and make all provisions for, ARCHITECT or ARCHITECT's subconsultants to perform services under this AGREEMENT.

2.3 CLIENT Representative

CLIENT shall designate a representative to act as a contact person on behalf of the CLIENT.

3. SCHEDULE

3.1 Schedule

The ARCHITECT's services shall be performed in a timely manner consistent with sound professional practices. Based upon timely response by the CLIENT to required information, availability of meeting times and review time, the ARCHITECT will confirm to a reasonable schedule mutually agreed upon by ARCHITECT and CLIENT. Schedule will proceed upon receipt from City of all Task 1.C Questionnaires.

The time limits set forth in the schedule includes allowances for reasonable and expected review times by the CLIENT and authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the critical path caused by review times by the CLIENT or authorities having jurisdiction over the PROJECT exceeding those anticipated by the CLIENT/ARCHITECT mutually agreed upon schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

ARCHITECT shall issue Task 1.C Department Questionnaires within 10 days of receipt of the executed CONTRACT.

A schedule of completed work showing hourly progression of each of the items of the scope of work will be submitted each month to the CLIENT.

3.2 Completion of Services

ARCHITECT's services under each item of the finalized Scope of Work shall be considered complete on the date when the Final Report has been accepted by the CLIENT.

4. ADJUSTMENTS TO PROJECT SCOPE OF WORK

4.1 Changes

If the CLIENT requests significant modifications or changes in the Scope of Services, general scope, extent or character of the PROJECT, the time of performance of ARCHITECT's and ARCHITECT's subconsultants services, the various rates of compensation and schedule shall be adjusted equitably.

4.2 Written Authorization for Additional Work

Any provision in this CONTRACT notwithstanding, it is specifically understood and agreed that the ARCHITECT or ARCHITECT's subconsultants shall not authorize or undertake any work pursuant to this CONTRACT which would require the payment of any fee, expense, or reimbursement in addition to the fees stipulated in Section 5 (Payment for Services) of this CONTRACT, without first having obtained the specific authority to do so from the CLIENT.

5. PAYMENT FOR SERVICES

5.1 *Basis and Amount of Compensation for Basic Services*

Architectural Services and Compensation as well as Consultant Compensation are attached in **Exhibit A**. Architectural services will be billed hourly per **Exhibit A** to a maximum fee as established in these Exhibits.

Reimbursable Expenses shall mean the actual expenses incurred by ARCHITECT and ARCHITECT's subconsultants in the interest of the PROJECT for communications, travel, reproduction of reports, drawings, and similar PROJECT-related items. Refer to **Exhibit A** for estimated reimbursable expenses.

CLIENT will provide required draft and final hard copies of the reports.

Expenses include printing, photographs, facsimile transmissions, copies, and travel related to the PROJECT. These costs shall be reimbursed at 1.10 times direct expenses and shall be established at a maximum as shown on **Exhibit B**. Budget will not be modified without written approval of CLIENT.

Total Fees and Reimbursable Costs for the Project shall not exceed:

Brinkley Sargent Wiginton Architects	\$ 87,070
CP&Y Civil Engineers (Exhibit B)	\$ 17,225
Reimbursables	<u>\$ 4,000</u>
Total	\$108,295

5.2 Basis and Amount of Compensation for Additional Services Additional scope to be identified and a fixed fee developed for that scope.

5.3 Partial Payments for Services

Partial fee payments may be applied for on monthly intervals, based upon statements, which reflect the hours spent during that month for the various items listed under Scope of Services, Reimbursable Expenses, and Additional Services. These statements shall be prepared by the ARCHITECT and must be verified and approved by the CLIENT.

5.4 Delay

If ARCHITECT's design services are delayed or suspended in whole or in part by the CLIENT for more than one year for reasons beyond ARCHITECT's control the various rates of compensation, including Additional Services, provided for elsewhere in this CONTRACT shall be subject to equitable adjustment.

6. TERMINATION, SUSPENSIONS OR ABANDONMENT

6.1 Termination

The CLIENT or the ARCHITECT may terminate this CONTRACT for reasons identified elsewhere in this CONTRACT. In the event such termination is justified, the party effecting termination shall so notify the other party, and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall affect termination or the cause therefor, the CLIENT shall within thirty (30) calendar days of termination remunerate ARCHITECT and ARCHITECT's subconsultants for services rendered and costs incurred, in accordance with the ARCHITECT's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination. All forwarded information from the CLIENT related to the PROJECT shall become the property of the CLIENT upon termination of the CONTRACT and shall be promptly delivered to the CLIENT in a reasonably organized form. Work generated by the ARCHITECT and ARCHITECT's subconsultants shall remain the property of the ARCHITECT and ARCHITECT's subconsultants. No amount shall be due for lost or anticipated profits.

6.2 Suspension

If the PROJECT is suspended by the CLIENT for more than 30 consecutive days, the ARCHITECT and ARCHITECT's subconsultants shall be compensated for services performed prior to notice of such suspension. When the PROJECT is resumed, the ARCHITECT and ARCHITECT's subconsultants compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT's and ARCHITECT's subconsultants services.

6.3 Abandonment

This CONTRACT may be terminated by the CLIENT upon not less than seven (7) days written notice to the ARCHITECT in the event that the PROJECT is permanently abandoned. If the PROJECT is abandoned by the CLIENT for more than ninety (90) consecutive days, the ARCHITECT or the CLIENT may terminate this CONTRACT by giving written notice.

6.4 Failure to Pay

Failure of the CLIENT to make payments to the ARCHITECT in accordance with this CONTRACT shall be considered substantial nonperformance and cause for termination.

If the CLIENT fails to make payment to ARCHITECT within thirty (30) days of a statement for services properly performed, the ARCHITECT may, upon fourteen (14) days written notice to the

CLIENT, suspend performance of services under this CONTRACT. Unless ARCHITECT receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, the ARCHITECT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services.

7. GENERAL CONSIDERATIONS

7.1 Professional Standards

Services performed by the ARCHITECT under this CONTRACT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the location of the Project under similar conditions. The CLIENT's approval, acceptance, use of or payment for all or any part of the ARCHITECT's services herein under or of the PROJECT itself shall in no way alter the ARCHITECT's obligations or the CLIENT's rights thereunder.

7.2 Progress and Performance

The provisions of this CONTRACT and the compensation to ARCHITECT have been agreed to in anticipation of continuous and orderly progress through the completion of the ARCHITECT's services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which the ARCHITECT has no control. If the ARCHITECT's services are suspended or delayed the times of performance shall be extended to the extent of such delay or suspension. If a delay or suspension extends for a period of greater than one year for reasons beyond the control of the ARCHITECT, the fees and rates of compensation set forth in Section 5 shall be subject to renegotiating.

7.3 CLIENT Control

It is understood and agreed that no work shall be done under this CONTRACT until the ARCHITECT is instructed to proceed with the work.

7.4 Independent Agent

ARCHITECT and CLIENT agreed that ARCHITECT and any officer, employee or agent of ARCHITECT, in the performance of this CONTRACT shall act in an independent capacity and not as an officer, agent or employee of the CLIENT.

7.5 Compliance with Laws

ARCHITECT shall comply with all Federal, State, and local laws and ordinances in the execution of all work in connection with this PROJECT.

7.6 No Additional Work Without Authorization

Any provision in the CONTRACT notwithstanding, it is specifically understood and agreed that the ARCHITECT shall not authorize or undertake any work pursuant to this CONTRACT, which would

require the payment of any fee, expense or reimbursement in addition to the fee stipulated in Article 5 of this CONTRACT, without having first obtained specific written authority therefor from the CLIENT.

7.7 Assignment & Subcontracting

This CONTRACT shall not be assigned or subcontracted in whole or part without the written consent of the CLIENT.

8. INSURANCE

ARCHITECT will provide a \$2,000,000 per claim and \$2,000,000 aggregate professional liability E & O policy.

ARCHITECT shall also maintain insurance that will protect him from claims under the Worker's Compensation Act (statutory amounts).

8. INSURANCE

ARCHITECT will provide a \$2,000,000 professional liability E & O policy.

ARCHITECT shall also maintain insurance that will protect him from claims under the Worker's Compensation Act (statutory amounts).

ARCHITECT shall furnish CITY with copies of said policies or certificates evidencing such coverage.

9. PROPERTY

All documents, shall become the property of the CITY. The ARCHITECT may retain copies of all documents. Any reuse of the documents shall conform to The Texas ARCHITECTURAL Practice Act.

10. GOVERNING LAW

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Johnson County, Texas.

11. COMPLAINTS AND GRIEVANCES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas. Texas Board of Architectural Examiners, P. O. Box 12337, Austin, Texas 78711-2337, telephone (512) 305-9000, fax (512) 305-8900, internet web site: www.tbae.state.tx.us.

12. SCOPE OF THE AGREEMENT

This Agreement represents the entire and integrated Agreement between the CITY and the ARCHITECT and supercedes all prior negotiations, representations, or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by CITY and ARCHITECT.

IN WITNESS WHEREOF, the parties have executed this CONTRACT the _____ day of _____, 2023.

CITY OF KILLEEN

BRINKLEY SARGENT WIGINTON ARCHITECTS, INC.

By: _____
Kent Cagle, City Manager

By: _____
Denny Boles, Senior Principal

Title: _____

Date: _____

Attest: _____

Title: _____

Exhibit A**City of Killeen City Hall and Court Study***Project Task Plan & Compensation*

Professional Fees									
Item No.	Task		Principal	Principal	Senior Programmer	Arch Designer	Admin	Civil Engineer	Total Cost
			\$260	\$260	\$185	\$120	\$85		
1	1.A	Kick-Off Meeting Preparation			2				\$ 370
2	1.A	Meeting #1: Kick-Off Meeting	8		8				\$ 3,560
3	1.B	Meeting #2: Tour Existing Facilities	8		8				\$ 3,560
4	1.C	Prepare for Meeting #3			10				\$ 1,850
5	1.C	Meeting #3: Needs Assessment	8		8				\$ 3,560
6	1.C	Document Meeting #3 and Generate Meeting #4 Data	2		30	8			\$ 7,290
7	1.C	Meeting #4: Needs Assessment	8		8				\$ 3,560
8	1.C	Document Meeting #4 and Generate Meeting #5 Data			28	16			\$ 7,100
9	1.D	Develop (3) Conceptual Options	12		2	24	4		\$ 6,710
10	1.D	Meeting #5: Needs Assessment and Initial Conceptual Layouts	8		8				\$ 3,560
11	1.D	Finalize Needs Assessment			4				\$ 740
12	1.E	Finalize Preferred Conceptual Layout	8			16	2		\$ 4,170
13	1.E	Develop Initial Project Budget	8				2		\$ 2,250
14	1.E	Meeting #6: Conceptual Layout and Initial Project Budget	8						\$ 2,080
15	1.F	Revise Project Budget	4				2		\$ 1,210
16	1.F	Develop Initial Exterior Design	4	32					\$ 9,360
17	1.F	Meeting #7: Project Budget and Initial Exterior Design	8	8					\$ 4,160
18	1.G	Revise Exterior Design	2	24					\$ 6,760
19	1.G	Meeting #8: Exterior Design	8	8					\$ 4,160
20	1.H	Compile Summary Report and Develop Council Presentation	2		32	6	2		\$ 7,330
21	1.H	Meeting #9: Council Presentation	8				2		\$ 2,250
22	1.H	Complete Report per Council Comments			8				\$ 1,480
23		Civil Engineer Due Diligence	Refer to Exhibit B					\$17,225	\$ 17,225
Total Professional Fees									\$ 104,295
Reimbursable Costs									\$ 4,000
Total Fees and Reimbursables									\$ 108,295



Partners for a Better Quality of Life

EXHIBIT B

January 20, 2023

Brinkley Sargent Wiginton Architects
1005 E St. Elmo Road, Bldg 8
Austin, TX 78745
Attn: Denny Boles

Re: Proposal for Professional Services – Relocation of Utilities to Support Redevelopment of City Services

Dear Denny:

CP&Y, a STV Company (CPY) is pleased to present this proposal to you for services related to assisting Brinkley Sargent Wiginton Architects (CLIENT) in an effort to determine anticipated construction costs. We have received correspondence that redevelopment of city services may result in a need to redevelop the blocks bounded by N 2nd Street and N 4th Street and W Avenue B and W Avenue D. This redevelopment may potentially see the elimination of E Avenue C as well as two alleys. From limited research, there are significant overhead electrical and communication utilities within the alleys as well as a water line within Avenue C.

From our discussion, we understand that our Scope will include the following:

- Participation in Project Meeting: CPY anticipates being required to attend Project Meetings with the entire design group to provide input and feedback. We are assuming five (5) two hour meetings.
- Development of a base map for the existing utilities within the limits of the Project. We understand that field surveying is not authorized in this task. We will rely on the City's base maps for development of the public water and wastewater infrastructure. We will be contacting franchise utilities to obtain information on any utilities within the project limits. The deliverable will be a digital base file for use in the design of the relocation.
- CPY will provide concept level alignments for the relocation of public water and waste water that will be impacted by the redevelopment. Upon completion of the alignments and CLIENT corroboration, CPY will conduct a meeting with the City's Utility department to discuss the potential realignments. Any requested revisions will be incorporated into the final layout.
- During the above item of work, CPY will be coordinating with any impacted franchise utilities to discuss the potential realignment of their utilities. CPY will rely upon the impacted franchise utilities to determine their anticipated relocation limits. CPY will coordinate the final location to minimize interruptions.
- Upon completion of the above items, CPY will prepare an exhibit map accompanied by an Opinion of Probable Construction Cost for the public water and wastewater utilities. CPY will rely upon the franchise utilities to provide estimates of any necessary relocations that the City would be required to fund.

To complete the above listed items, CPY requests compensation in the amount of \$17,225.00. A breakdown of the fees is provided in Attachment "A".

200 West Highway 6, Suite 620
Waco, Texas 76712
TBPE # F-1741
TBPLS # 10194124

(p) 254.772.9272 · (f) 254.776.2924
www.cpyi.com



Please review this proposal and if acceptable, please submit a subconsultant agreement for review and execution. We understand that this entire project will be submitted to the City for their approval. We look forward to working together on this exciting Project for the City of Killeen and hope that this is the first of many projects together.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Marek', with a long horizontal flourish extending to the right.

David L. Marek, P.E.
CP&Y, a STV Company

DLM:dlm

cc: File – 23BSWA00249

ATTACHMENT 'A'

City of Killeen

Concept Utility Relocation Project

20-Jan-23

Fee Schedule/Budget for CP&Y, Inc WO#23BSWA00249

Work Item	Description	PM/Senior Engineer	Project Engineer	EIT 1	Senior Cad Technician 1	Senior Cad Technician 2	Admin. Support	Total Hours	Surveying/Engineering/Professional Services Fees	Engineering Fees as Percent of Basic Services Fee	Work Item as Percent of Total Fee
	Schematic Engineering Design (30%):										
	Project Meetings (5)	10.00						10.00	\$ 2,150.00	12.48%	12.48%
	Development of Base Map (Water/Sewer)	3.00			16.00			19.00	\$ 2,661.00	15.45%	15.45%
	Development of Base Map (Franchise Utility)				12.00			12.00	\$ 1,512.00	8.78%	8.78%
	Development of Anticipated W/WWW Relocation Corridor	8.00			20.00			28.00	\$ 4,240.00	24.62%	24.62%
	Meet to discuss W/WWW with City Staff	4.00						4.00	\$ 860.00	4.99%	4.99%
	Revised Alignments	2.00			4.00			6.00	\$ 934.00	5.42%	5.42%
	Coordination with franchise Utilities (Relocation Alignment/Costs)										
	Development of Exhibits	2.00			8.00			10.00	\$ 1,438.00	8.35%	8.35%
	Development of OPCC	8.00					8.00	16.00	\$ 2,392.00	13.89%	13.89%
	QA/QC	3.00	3.00					6.00	\$ 1,038.00	6.03%	6.03%
	HOURS SUB-TOTALS	40.00	3.00	-	60.00	-	8.00	111.00			
	FEES SUBTOTAL	\$ 8,600.00	\$ 393.00	\$ -	\$ 7,560.00	\$ -	\$ 672.00		\$ 17,225.00	100.0%	100.0%