

LETTER OF AGREEMENT

This Letter of Agreement (“Agreement”) is entered into by and between the City of Killeen (“City”) and Engineered Exteriors, LLC (“Contractor”); collectively, the “Parties”.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide roof consulting services for the Killeen Community Center as described in the proposal; attached hereto as Exhibit A (the “Project”).

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after receiving all proposed material testing and observation reports.

Consideration. Contractor agrees to provide the services stated above:

_____ at the rate of \$ per hour;

_____ for the lump sum payment not to exceed \$; or

 X for progress payments in the total amount not to exceed \$ 69,600 .

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor’s profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker’s Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

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.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing, Contractor agrees to the following:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Texas Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor 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. Discriminate, firearm entity and firearm trade association are defined in Texas Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor 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 Texas Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Contractor Engineered Exteriors, LLC

Jennifer Doyle, Principal Engineer

 1/12/2024

Kent Cagle
City Manager

Date

Date



ENGINEERED EXTERIORS, LLC
ARCHITECTURAL ENGINEERING & CONSULTING
www.engexteriors.com
TBPE Firm Registration No. F-12811

13740 Research Blvd., Suite C2
Austin, Texas 78750
Office (512) 571-3530

January 5, 2024

Patrick Martin, Project Manager
Facilities Department
City of Killeen
101 N College Street
Killeen, TX 76541

Re: Proposal for Professional Engineering/Roof Consulting Services
City of Killeen Community Center Reroof
2201 E Veterans Memorial Blvd.
Killeen, Texas 76543

Dear Mr. Martin,

Engineered Exteriors, LLC (EE) is pleased to submit this proposal to The City of Killeen to provide consulting services for the subject project. This proposal is based on information provided by you via phone and email, and our experience with similar projects. This proposal is valid for acceptance within ninety (90) days of the date issued.

PROJECT DESCRIPTION

It is our understanding that the City of Killeen (referred to herein as the City) has requested that EE provide a proposal for the following services:

- Existing Roof Areas: Design, bidding, and construction phase services for the replacement of the existing membrane roofs at the subject project. The scope of this proposal does not include evaluation of waterproofing, exterior walls, or glazing systems at the subject building, except where these components interface with roofs.
- New Addition Roof Areas: Peer review of the current renovation project's new addition roofing scope as specified in the Issue for Construction set of drawings and specifications dated September 16, 2023 by Randall Scott Architects.



Overview of City of Killeen Community Center (image courtesy of Google Earth)

BASIC SCOPE OF SERVICES:

EE proposes the following scope of services for the subject project:

DESIGN PHASE

EE will provide Construction Documents for bidding/construction purposes that fully describe the roof replacement scope, including City of Killeen contracting and bidding requirements:

Design Survey and Cost Estimate Report

- EE will perform one (1) site visit to confirm existing conditions at all existing membrane roofs.
 - The intent of this roof survey is to document the condition and configuration of the existing roof and roof substrates and the effect of these on the design the new roof system.
- Specific assessment scope items will include:
 - Document Review: EE will collect and review all available drawings and specifications associated with the roof installation and maintenance history.
 - Observations:
 - i. Interior locations of current roof related leaks
 - ii. Height and clearances of existing roof mounted mechanical equipment
 - iii. Height and clearances of roof flashings at penetrations and walls
 - iv. Field dimensions of all roof areas, drainage elements, and roof penetrations.
 - Roofing Test Cuts: EE will enlist a local roofing contractor approved by the City to perform test cuts at the existing roofs. The purpose of these test cuts is to verify the type and condition of the roof decks, confirm moisture in the roof assembly, and document concealed roofing materials. Test cut scope will include the removal, observation, and replacement of materials to match existing, or with new materials approved by the City.
- Reporting:
 - EE will provide a brief report of the estimated cost of the proposed repairs and reconfiguration associated with the roof replacement work.
 - Please note, our report may recommend inclusion of MEP design services associated with raising or relocating rooftop equipment. In this scenario, EE will provide a proposal for additional services associated with MEP engineering design and construction site visits for review and approval prior to proceeding to the Construction Documents phase.

Construction Documents (Bid Package)

- EE will generate drawings and specifications associated with the approved roof replacement and repairs.
- EE will generate Drawings and a Project Manual that will be submitted to the City for review at 90% completion.
- EE will attend one (1) meeting with the City to discuss the 90% review set, and any comments

or questions that the City may have regarding the specified scope.

- EE will provide final drawings and specifications sealed by an engineer registered in the State of Texas that incorporate the City's comments on the review set.
- The Project Manual will include administrative documents related to the bidding and contracting process for the project.

Peer Reviews (New Addition Design documents by others)

- EE will provide one (1) peer review of the Issue for Construction documents that affect the roofing scope of work. Comments will be submitted electronically in the form of PDF drawing redlines to the project team for review and resolution.
- EE will attend one (1) meeting with the project team virtually to discuss our recommendations and coordinate with other members of the design team.

BIDDING (Roof Replacement Scope Only)

- Pre-Bid Meeting and Review:
 - EE will attend the pre-bid meeting in person, with invited contractors and City personnel. EE will provide a presentation for this meeting to attendees regarding the technical aspects of the roof replacement scope.
 - EE will review bidder questions and as necessary provide recommendations to the City in response to these questions.
 - EE will review acceptable bids for the project and assist the City with evaluations and recommendations for award.

CONSTRUCTION ADMINISTRATION

- Submittals and Requests for Information (RFIs):
 - EE will provide reviews of each roofing submittal for both the new addition roof scope and roof replacement scope of work. Comments and recommendations on submitted products will be issued electronically to the project team.
 - EE will review and provide recommendations as needed to RFIs as they arise during the course of the work for both the new addition and existing roof replacement work scope.
- Meetings:
 - EE will provide one (1) pre-installation meeting for the roof replacement work and attend the roofing preinstallation meeting for the new additions virtually.
 - EE will provide an agenda and minutes of the topics discussed at the roof replacement pre-installation meeting for distribution to all attendees.
 - EE will provide virtual attendance at new addition project meetings upon request. EE will provide onsite attendance at project meetings for the roof replacement project in conjunction with the included site visits during installation as described below.

- **Site Visits:**
 - EE will provide up to twenty (20) site visits during roofing installation for both the addition project and the roof replacement project.
 - Site visits will be scheduled more frequently at the beginning of each scope area to identify potential issues before installation has progressed too far.
 - Our site visit observations will document if the work is in compliance with the Contract Documents and industry recognized standards.
 - Reports of our observations will be issued with photographs within 48 hours of each site visit.
- **Substantial and Final Completion:**
 - EE will perform one (1) combined Substantial Completion site visit at the new addition scope and the roof replacement areas to document deficiencies in building envelope components for correction by the Contractor. Deficiencies will be documented in a comprehensive punchlist report for the City.
 - EE will perform one (1) combined Final Completion site visit at the new addition scope and the roof replacement areas to document that deficiencies in the Substantial Completion punchlist have been satisfactorily addressed.
 - Deficiencies will be documented in a comprehensive final punchlist report for the City.
 - Any unresolved items requiring further repair will be documented as complete by photographs submitted by the Contractor for EE review.
- **Closeout:**
 - EE will review all closeout submittals for the roof replacement scope of work.
- **Warranty Inspection:**
 - EE will perform one (1) warranty walk at the new addition and roof replacement areas with the contractor and manufacturer, to review warranty items in need of repair prior to expiration of the installer's warranty term.
 - EE will issue a report noting items requiring repair by the Contractor and will review photographs submitted by the Contractor documenting completion.

PROPOSED FEES: BASIC SCOPE OF SERVICES

EE proposes the following lump sum fees, broken down by phase, to provide the above scope of professional roof consulting services.

Design/Bid¹

New Addition - Peer Review & Meeting	\$ 3,500
Roof Replacement – Design Survey and Test Cuts	\$ 5,500
Roof Replacement - Construction Documents	\$ 13,400
Roof Replacement - Bidding	<u>\$ 3,800</u>
Subtotal	\$ 26,200

Construction/Closeout¹

Construction Administration, Roofing (not including site visits) \$ 11,800
Site Visits (20)..... \$ 30,000
Warranty Inspection..... \$ 1,600

Subtotal \$ 40,800

TOTAL LUMP SUM FEE \$ 69,600

¹Please note, the current proposed fees do not include potentially required MEP design and construction administration scope items that may be identified during the design survey. In the event this scope is required to properly complete the roof replacement scope of work, EE will submit a proposal for additional services for City review.

CLOSING

We sincerely appreciate your consideration for this project. Please indicate your acceptance of this proposal by one of the following methods:

- Sending us an email Notice to Proceed and issuing an executed consultant agreement for our review, with this proposal as an attachment.
- Executing the attached Authorization incorporating the attached Terms and Conditions.

Return receipt of an email Notice to Proceed or signed Authorization shall provide authorization for Engineered Exteriors, LLC to proceed.

Sincerely,

ENGINEERED EXTERIORS, LLC



Carole Calhoun, BECxP, CxP+BE
Senior Project Manager



Jennifer Doyle, P.E. (TX), RRC, REWC, LEED AP
Principal Engineer

Attachments: A – Authorization
B – Terms and Conditions