

AUGUST 23, 2018

BRETT WILLIAMS
EXECUTIVE DIRECTOR OF COMMUNITY SERVICES
CITY OF KILLEEN

GINDA HAYWARD
CD PROGRAM MANAGER
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF KILLEEN

VIA EMAIL: BWILLIAMS@KILLEENTEXAS.GOV / CHAYWARD@KILLEENTEXAS.GOV

RE: THIS AGREEMENT AND THE DETAILED SCOPE OF ARCHITECTURAL AND ENGINEERING SERVICES FOR THE BOB GILMORE CENTER RENOVATIONS AMENDS THE EXISTING AGREEMENT BETWEEN THE CITY OF KILLEEN AND LS JOHNSTON ARCHITECTS DATED 3/19/18 AND EXECUTED 4/16/18

PROJECT SCOPE:

- ACCESSIBLE COVERED FRONT ENTRY
- ACCESSIBLE PARKING
- GRADING IMPROVEMENTS TO PREVENT FLOODING
- ACCESSIBILITY REMODEL OF TOILET ROOMS
- NEW FINISHES AT DINING AREA
- NEW FINISHES AT ENTRY HALL AND GAMES AREAS
- NEW CEILINGS AND ENERGY EFFICIENT LIGHTING THROUGHOUT RENOVATED AREAS
- REPLACE HVAC EQUIPMENT
- REPLACE ROOFING AND INSULATION

BASIC SERVICES:

1. SCHEMATIC DESIGN:

- PRELIMINARY SITE VISIT BY A/E TEAM
- ARCHITECT'S REVIEW AND DOCUMENTATION OF EXISTING CONDITIONS
- MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERS' REVIEW AND DOCUMENTATION OF EXISTING CONDITIONS
- STRUCTURAL ENGINEER'S REVIEW AND DOCUMENTATION OF EXISTING CONDITIONS
- UPDATE SITE PLAN WITH SURVEY TO INCLUDE SITE TOPOGRAPHIC AND BUILDING FLOOR ELEVATION INFORMATION
- CONFIRM BUILDING FLOOR PLAN DESIGN BASED ON PROGRAMS DEVELOPED IN CONCEPT STUDIES DATED 2/25/18
- CONFIRM SITE DESIGN STUDY INCLUDING CIRCULATION, PARKING, EXTERIOR PUBLIC SPACES AND DRAINAGE
- CODE AND ZONING COMPLIANCE VERIFICATION BASED ON CURRENT IBC BUILDING AND ENERGY CODES, TEXAS ACCESSIBILITY REQUIREMENTS AND FEDERAL ACCESSIBILITY AND ENERGY CODES.
- MEETING WITH THE KILLEEN BUILDING CODE OFFICIAL AND KILLEEN FIRE MARSHALL TO REVIEW PRELIMINARY PLANS.
- DEVELOP ALTERNATIVE EXTERIOR ELEVATIONS AND ENTRY STUDIES.
- REVIEW PROGRAM REQUIREMENTS, DESIGN ALTERNATIVES AND BUDGET WITH OWNER

2. DESIGN DEVELOPMENT:

BASED ON AN APPROVED SCHEMATIC DESIGN, THE PROJECT TEAM WILL DEVELOP:

- BUILDING FLOOR PLANS
- REVIEW PROPOSED DEMOLITION PLANS WITH ASBESTOS ABATEMENT SPECIALIST
- DEVELOP AN ARCHITECTURAL SITE PLAN
- COORDINATE ARCHITECTURAL SITE PLAN WITH CIVIL GRADING AND DRAINAGE SITE PLANS
- COORDINATE WITH KILLEEN PARKS DEPARTMENT TO DEVELOP A PRELIMINARY LANDSCAPING PLAN
- BUILDING ELEVATIONS
- INTERIOR ELEVATIONS
- CODE COMPLIANCE VERIFICATION
- ACCESSIBILITY COMPLIANCE VERIFICATION
- PRELIMINARY EXTERIOR MATERIAL SELECTION AND PALLET
- PRELIMINARY INTERIOR MATERIAL SELECTION AND PALLET
- LIGHTING AT BUILDING EXTERIOR
- INTERIOR REFLECTED CEILING PLANS AND LIGHTING
- STRUCTURAL CONCEPTS
- MECHANICAL ELECTRICAL AND PLUMBING CONCEPTS
- REVIEW PROGRAM REQUIREMENTS AND REVIEW DESIGN DEVELOPMENT DOCUMENTS WITH OWNER

3. CONSTRUCTION DOCUMENTS:

BASED ON MUTUALLY AGREED UPON APPROVED DESIGN DEVELOPMENT DRAWINGS, THE PROJECT TEAM WILL PRODUCE:

- BUILDING FLOOR PLANS
- DETAILED DEMOLITION PLAN
- SITE PLAN AND DETAILS
- CIVIL DRAINAGE PLANS
- CIVIL SITE UTILITY PLANS
- EXTERIOR ELEVATIONS
- ENLARGED FLOOR PLANS OF TOILET ROOM AREA
- REFLECTED CEILING PLANS
- INTERIOR ELEVATIONS
- INTERIOR DETAILS / INTERIOR SIGNAGE
- EXTERIOR DETAILS / EXTERIOR SIGNAGE
- ROOM FINISH SCHEDULES
- DOOR, WINDOW, HARDWARE AND FINISH SCHEDULES
- DOOR AND WINDOW DETAILS
- ROOF PLANS AND ROOF DETAILS
- STRUCTURAL PLANS AND DETAILS / STRUCTURAL SCHEDULES AND NOTES
- MECHANICAL PLANS AND DETAILS / MECHANICAL SCHEDULES AND NOTES
- ELECTRICAL PLANS, SITE PLAN AND DETAILS / ELECTRICAL SCHEDULES AND NOTES
- PLUMBING PLANS, SITE PLAN AND DETAILS / PLUMBING SCHEDULES AND NOTES
- PROJECT MANUAL AND SPECIFICATIONS
- BUILDING PERMIT APPLICATION
- TAS REVIEW APPLICATION
- CONSTRUCTION COST ESTIMATE
- REVIEW CONSTRUCTION DOCUMENTS WITH OWNER FOR COMPLIANCE WITH BUDGET AND PROGRAM (ONE MEETING)
- OWNER TO INITIATE ASBESTOS ABATEMENT CONSTRUCTION

4. BIDDING AND CONTRACT NEGOTIATION:

FOLLOWING THE ISSUANCE OF THE CONSTRUCTION DOCUMENTS THE PROJECT TEAM WILL:

- ISSUE BID DOCUMENTS
- CONDUCT A PRE-BID MEETING
- ANSWER CONTRACTOR QUESTIONS AND ISSUE ADDENDUMS TO BID DOCUMENTS

- REVIEW COMPETITIVE BIDS
- REVIEW CONTRACTOR QUALIFICATIONS

5. CONSTRUCTION ADMINISTRATION:

FOLLOWING AWARD OF THE CONTRACT FOR CONSTRUCTION THE PROJECT TEAM WILL:

- CONDUCT A PRE-CONSTRUCTION MEETING
- ATTEND TWICE A MONTH PROJECT MEETINGS ON SITE
- PERFORM MONTHLY PAY APPLICATION REVIEW AND APPROVAL
- REVIEW SHOP DRAWINGS AND SUBMITTALS
- RESPOND TO REQUESTS FOR INFORMATION
- REVIEW CHANGE ORDER REQUESTS

7. MEETING AND SITE VISIT SCHEDULE:

- 1 SITE VISIT WITH MEP, STRUCTURAL AND CIVIL CONSULTANTS DURING DESIGN
- 1 PROJECT MEETING PER PHASE WITH ARCHITECT (3 TOTAL)
- PRE BID MEETING WITH ARCHITECT
- PRECONSTRUCTION MEETING WITH ARCHITECT AND MEP ENGINEER
- 5 MONTH CONSTRUCTION PHASE WITH TWICE A MONTH MEETINGS WITH THE ARCHITECT / ONE OF WHICH IS A MONTHLY PAY APPLICATION (10 TOTAL)
- SUBSTANTIAL COMPLETION INSPECTION WITH THE ARCHITECT AND MEP ENGINEER
- FINAL COMPLETION INSPECTION WITH THE ARCHITECT

FEES:

A/E- LIMITED SCOPE (CURRENT AGREEMENT)

SCHEMATIC DESIGN	\$ 4,000
DESIGN DEVELOPMENT	4,000
CONSTRUCTION DOCUMENTS	10,500
BIDDING	1,500
CONSTRUCTION ADMINISTRATION	5,000
TOTAL FEE	\$ 25,000

A/E- REVISED SCOPE AS OF AUG 23, 2018 (FEES TO BE ADDED)

SCHEMATIC DESIGN	\$ 10,600
DESIGN DEVELOPMENT	15,600
CONSTRUCTION DOCUMENTS	31,200
BIDDING	3,000
CONSTRUCTION ADMINISTRATION	15,600
TOTAL FEE	\$ 76,000

TOTAL FEES- LIMITED AND REVISED SCOPE \$101,000

SERVICES EXCLUDED FROM THE CONTRACT:

FURNITURE SPECIFICATION
 STATE AND FEDERAL REGULATIONS
 ADDITIONAL MEETINGS NOT INCLUDED IN PROJECT SCOPE

REIMBURSABLE EXPENSES:

TRAVEL EXPENSES PER MILE ESTIMATED AT \$1,500
 PRINTING AND REPRODUCTION
 ENGINEERS NOT COVERED BY THE SCOPE OF BASIC SERVICES

RATE SCHEDULE FOR HOURLY ARCHITECTURAL SERVICES:

ADDITIONAL SERVICES INCLUDE BUT ARE NOT LIMITED TO LANDSCAPE ARCHITECTURE.
 NO ADDITIONAL SERVICES WILL BE PERFORMED WITHOUT WRITTEN AUTHORIZATION FROM THE OWNER

PRINCIPAL IN CHARGE	\$ 125.00 HOUR
PRINCIPAL ARCHITECT	\$ 95.00 HOUR
PROJECT ARCHITECT	\$ 65.00 HOUR
TECHNICIAN/DRAFTING	\$ 45.00 HOUR

SCHEDULE:

WORK WILL COMMENCE AT OWNER'S NOTICE TO PROCEED
THE SCHEDULE DOES NOT INCLUDE OWNER REVIEW TIME

- SCHEMATIC DESIGN - 15 DAYS
- DESIGN DEVELOPMENT - 25 DAYS
- CONSTRUCTION DOCUMENTS - 45 DAYS

PAYMENT:

PROGRESS INVOICES WILL BE SUBMITTED ON A MONTHLY BASIS FOR THE
PERCENTAGE OF WORK COMPLETED THAT MONTH

LIMITS OF LIABILITY:

IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE
CLIENT AND THE DESIGN PROFESSIONAL, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE
CLIENT AGREES, TO THE EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE DESIGN
PROFESSIONAL AND THEIR SUB-CONSULTANTS TO THE CLIENT AND TO ALL CONSTRUCTION
CONTRACTOR AND SUBCONTRACTORS ON THE PROJECT FOR ANY AND ALL CLAIMS, LOSSES,
COSTS AND DAMAGES, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE DESIGN
PROFESSIONAL AND SUB-CONSULTANTS SHALL NOT EXCEED THE TOTAL AMOUNT OF
CONTRACT FEE.

SINCERELY,



LINDA JOHNSTON, AIA, NCARB

ACCEPTED BY

DATE _____

Quintero Engineering, LLC

Civil Engineering • Land Surveying
Planning • Construction Management
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PROPOSAL

To: LS Johnston Architects
Attn.: Linda Johnston
From: Pedro Quintero, P.E.
Project Name: Gilmore Senior Center, Killeen
Project No.: TBD
Re: Civil Engineering & Surveying Fee Proposal – Amended #2
Date: August 23, 2018
Attachments: EJCDC-Short Form of Agreement
Gilmore Senior Center - 2-25-13 - Color Set

Quintero Engineering, LLC is pleased to submit a proposal to provide professional civil engineering services for the proposed Gilmore Senior Center project located at 2201 E. Veterans Memorial Blvd. in Killeen, Texas. Based on our coordination efforts and the recent information received from the architect, the project was amended to include the scope of work to what is being shown on the attached "Gilmore Senior Center - 2-25-13 - Color Set." The project general scope of work will consist of removing and replacing the paved entrance, portions of the existing parking lot, and rear patio. Also, the new construction of a new covered drop off, sidewalk additions south of the building and patio. We have determined the following scope of services for this project amendment, which are considered new and separate services from prior agreements:

Scope of Services

1.0 Engineering Services

Fees

1.1 Civil Design Package

\$7,500

Scope of work consists of preparing construction plans that meet the minimum City and State code requirements for permit and construction approval for both sites. In addition, project coordination will be provided to the client, contractor, design team, City staff and TxDOT as required. City comment corrections are included with the proposed fee. Construction Plans consist of but are not limited to, preparing plan and/or profile design sheets, as applicable, of the following: site plan, dimension control plan, grading plan, drainage plan, utility plan, erosion control plan, fire department plan, topographic plan, legends & notes, specific site detail, City and TxDOT details.

P.O. Box 4386, Killeen, Texas 76540
Office: 254-493-9962 Fax: 254-432-7070
T.B.P.E. Firm No.: 14709 T.B.P.L.S. Firm No. 10194110



RE: Civil Engineering & Surveying Fee Proposal – Amended

1.2 Construction Administration **\$1,500**

Scope of work consists of reviewing project submittals, providing interpretation of the plans during construction, and providing project inspections and reports as necessary for civil engineering design construction activities. Site inspections will be very limited to one or two.

Total Lump Sum Fees for Surveying/Engineering Services: \$9,000

The project billing and compensation schedule for the proposed surveying and civil engineering related items will be invoiced accordingly:

- Design
 - 50% Prior to Commencing Work
 - 40% Construction Plan Submittal
 - 10% Permit Approval
- Construction
 - Monthly Based on Time & Materials

2.0 Additional Services

The following services are excluded from this scope and are considered as additional services. These services may be included in this scope of services if authorized in writing and payment for such service(s) will be mutually agreed to prior to initiating the services and will be billed using the hourly rates as noted below, plus reimbursable expenses.

- Hourly Rates for Potential Additional Services:
 - Principal \$150 per hour
 - Survey Crew \$150 per hour
 - Engineer \$120 per hour
 - Inspector \$85 per hour
 - Draftsman \$75 per hour
 - Clerical \$40 per hour
- Potential Additional Fees:
 - Fees for City, State or Federal permitting
 - Construction Staking
 - ALTA Survey (\$4,500)
 - Bidding Services

3.0 Services Not Included With This Project

The following services are excluded from this project:

- Geotechnical Investigations
- Environmental Investigations

A handwritten signature in black ink, located in the bottom right corner of the page.

Quintero Engineering, LLC

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RE: Civil Engineering & Surveying Fee Proposal – Amended

- Site Lighting Design
- Fire Sprinkler System Design
- FEMA Permitting (i.e. CLOMR, LOMR, LOMR-F, etc.)
- Phase I Environmental Site Assessment
- National Environmental Policy Act Compliance
- Site Signage Design
- Construction Staking
- Construction Inspection / Management Services
- LEED Design Requirements

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by Quintero Engineering, LLC on the above-described project.

Quintero Engineering, LLC is pleased to have this opportunity to submit this proposal and looks forward to working with you on this project. Please do not hesitate to contact me if you need any additional information or have any questions.

Sincerely,

Pedro Quintero, P.E.
President

Accepted By _____ Date _____

Printed Name, Title _____

Physical Address _____

City, State _____ Zip _____

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

THIS IS AN AGREEMENT effective as of August 23, 2018 ("Effective Date") between

LS Johnston Architects ("Owner")

and Quintero Engineering, LLC ("Engineer")

Engineer agrees to provide the services described below to Owner for Civil Engineering & Surveying ("Project").
Fee Proposal – Amended #2

Description of Engineer's Services: Please reference the attached project proposal dated August 23, 2018 for a
description of the proposed Engineer's services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices or as stated in the referenced proposal and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, 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. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; 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 shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become

due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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.

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 Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design 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.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, 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 the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, 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 Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), 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.



9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01 and/or project proposal, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 9,000

B. Left Blank Intentionally

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: *Tim Johnston*

By: *Pedro Quintero, P.E.*
Pedro Quintero

Title: ARCHITECT

Title: President

Date Signed: 8/23/18

Date Signed: August 23, 2018

License or Certificate No. and State 111656, Texas

T.B.P.E. Firm No.: 14709 & T.B.P.L.S. Firm No: 10194110

Address for giving notices:
1313 E 6th ST
AUSTIN, TEXAS 78702

Address for giving notices:
P.O. Box 4386
Killeen, TX 76540