

September 10, 2024

Ms. Rashawn Smith  
Community Development Administrator  
City of Killeen  
101 North College Street  
Killeen, TX 76541

**RE: PROPOSAL FOR PROFESSIONAL DESIGN SERVICES  
EMERGENCY HOMELESS FACILITY—CITY OF KILLEEN**

Dear Ms. Smith:

MRB Group, P.C. (MRB) is pleased to present a proposal to provide architectural and engineering services for developing a new Emergency Homeless Facility at 408 Liberty Street in Killeen, Texas. MRB Group team members Tanya Mikeska-Reed and Gil Gregory have had conversations with Ms. Rashawn Smith, Community Development Administrator, to determine the project's scope.

## **I. Project Overview**

The development will consist of one (1) "Sprung" building, approximately 11,550 s.f. in size, that includes a large open space with non-loadbearing spaces within the building interior, including restrooms and support spaces. The facility will serve as an emergency homeless shelter with an expected life of approximately 30 years. We understand that our services, as outlined below, will be limited to the following structure and associated site work, hereinafter referred to as the "Project":

- An approximate 11,550 s.f. "Sprung" building as described above. The Architect will work directly with "Sprung" to incorporate the specifications of a typical "Sprung" structure into the architectural set of construction documents. The building construction type is an insulated membrane structure with a perimeter masonry wall and a free-standing porte cochere that is detailed to meet the City of Killeen Subdivision Ordinance and codes.
- Design and construction of a new parking lot, internal parking lanes, and pedestrian circulation are included in this project.

- Extension of utility service lines is also included. Extension of infrastructure or main lines is not anticipated.

This proposal includes Architectural, Civil, MEP, and Structural design services to prepare documents for permitting and construction.

*For the purposes of preparing this proposal, a construction cost of \$3,000,000.00 to \$3,500,000.00 is assumed.*

**II. Scope of Services and Compensation**

Based on the assumptions noted above and the concept drawings as prepared by "Sprung," our services are outlined below:

- A. Site Investigation/Pre-Design
  - 1. Survey and data collection of existing site improvements to include topography for the purposes of providing design data. No boundary or platting services are included in this proposal.
  - 2. Geotechnical Investigation (Langerman Geotechnical Services).

Survey and Data Collection (MRB Group) .....	\$8,070.00
Geotechnical Investigation (Langerman) .....	\$5,200.00

**Subtotal of A, Items 1 – 2..... \$13,270.00**

- B. Design Development
  - 1. CIVIL ENGINEERING
    - a. Site Plan – Prepare a Schematic site plan based on the Architect's preliminary layout. This includes the building location, preliminary parking layout, and associated concrete flatwork to serve the proposed building.
    - b. Utility Plan – Develop a schematic level utility plan showing the existing location of utilities at the facility and provide proposed routing of utilities (domestic water, fire, and electrical.) The addition of a new sewer main and manhole will most likely be required to accommodate future development on this site, and is included in this proposal.

- c. Site Drainage Plan – Evaluate existing and proposed drainage patterns and provide necessary calculations for stormwater runoff.
  - d. SWP3 – Prepare recommendations with general site information, i.e., major grading, acreage, soil type, construction location, site maps, pollution prevention measures and controls, i.e., best management practices and sediment controls, and periodic inspections, evaluations, maintenance, and monitoring. The contractor is to submit documents to TCEQ for a Notice of Intent (NOI) permit. The contractor will file a Notice of Termination (NOT) with TCEQ.
  - e. Project coordination with City of Killeen staff and contractor for extension and connection of service lines.
2. ARCHITECTURAL
- a. Prepare Master Site Plan.
  - b. Prepare Initial Code Analysis.
  - c. Prepare Preliminary Floor Plan based on approved Conceptual Design by the Client.
  - d. Meeting with Design Standards Review Board. (One (1) meeting included).
  - e. Present Design Development documents to the City of Killeen and revise as required to meet the Owner's approval.
  - f. Finalize a Preliminary set of plans based on the approved conceptual floor plans and concept drawings referenced above.
  - g. Prepare two (2) renderings for presentation and potential fundraising purposes.
3. MEP ENGINEERING
- a. Prepare Preliminary MEP Construction Documents.
  - b. MEP Construction Documents will include the design of power, sanitary waste and vent, domestic water, gas (if allowed), HVAC, and site lighting to accommodate the architectural layout.
  - c. Fire Sprinkler system is not anticipated or included in this proposal.

- d. Fire alarm system design provided by others. Our design will provide power at locations as determined.
- 4. STRUCTURAL ENGINEERING
  - a. Coordinate with the architect and building manufacturer for layout and preliminary base reactions.
  - b. Preliminary foundation design for the building per the geotechnical recommendations and preliminary base reactions provided by the building manufacturer. Pinned base support of the building is assumed (no moment on the foundations), as is typical for pre-engineered buildings.
  - c. Preliminary foundation and superstructure design for the free-standing porte-cochere structure. It is assumed that the porte-cochere will be a steel framed structure with masonry cladding.
  - d. Development of structural notes, plans, sections, and details to a Design Development level of completion.

Civil Engineering .....	\$20,040.00
Architectural (MRB Group) .....	\$44,250.00
MEP Engineering (Cen-Tex Engineering) .....	\$6,450.00
Structural Engineering (MRB Group) .....	\$9,050.00

**Subtotal of B, Items 1 – 4 ..... \$79,790.00**

- C. Final Construction Documents
  - 1. CIVIL ENGINEERING
    - a. Prepare Final Site Plan.
    - b. Proposed Site Plan and Paving Plan – Provide site dimensional and layout plan based on the approved concept plan conforming to City of Killeen zoning and land use requirements, including parking counts, setbacks, vehicular access (including fire apparatus), pedestrian circulation, and greenspace requirements.
    - c. Site Grading Plan - Provide a plan with finished design grades, spot elevations and contours, finished floor elevation, and ADA compliance required by the City of Killeen and the Texas Department of Licensing and

- Regulation (TDLR).
- d. Site Drainage Plan – Evaluate existing and proposed drainage patterns and provide necessary calculations for stormwater runoff. If required, provide sizing and locations for proposed storm sewer infrastructure, including inlets and pipes.
  - e. Site Erosion Control Plan - identify erosion control best practices to reduce the impacts of construction activities.
  - f. Site Utility Plan – Provide final routing of domestic and fire water services and conduits necessary for irrigation system (irrigation design by others). Coordinate with the MEP engineer for utility service locations five (5) feet from the face of the proposed building. Including new sanitary sewer line and manhole, as required.
2. ARCHITECTURAL
- a. Develop Floor plans, Interior and Exterior Elevations (ADA-Compliant throughout), plan details, reflective ceiling plans, wall sections, door/window schedules, and general and construction notes.
  - b. Perform final building code and energy review (ComCheck).
  - c. Prepare final Architectural Construction Documents sufficient to receive a building permit and for bidding.
  - d. Prepare Contract Documents and Specifications on plans.
  - e. Coordination of all design disciplines.
3. MEP ENGINEERING
- a. Prepare Final MEP Documents.
  - b. MEP Construction Documents will include the design of power, lighting, sanitary, and vent, domestic water, and HVAC to accommodate the Architectural layout. Cen-Tex will provide rough-ins for specialty systems such as phone, security, CCTV, and data systems as located by the Owner's representative or Architect.
  - c. Provide ComCheck Lighting and Mechanical Compliance forms as required by authorities having jurisdiction.

- d. Drawing revisions as required by the City Review for permitting.
- 4. STRUCTURAL ENGINEERING
  - a. Finalize the foundation design for the building based on the geotechnical recommendations, final building layout, and base reactions provided by the selected building manufacturer.
    - i. The use of a shallow foundation system is assumed. Design of piles, caissons, soil improvement, etc. is not included.
  - b. Finalize the foundation and superstructure design for the free-standing porte-cochere structure.
  - c. Development of structural notes, plans, sections, and details to a Bid/Construction Document level.
    - i. Special inspections requirements will be provided in table form on the drawings. The Owner will procure special inspections services during construction. The Owner or Contractor will coordinate special inspections.
    - ii. Specification information will be provided in note form on the drawings. No book specs will be provided.

Civil Engineering (MRB Group) .....	\$28,560.00
Architectural (MRB Group) .....	\$37,750.00
MEP Engineering (Cen-Tex Engineering) .....	\$11,950.00
Structural Engineering (MRB Group) .....	\$13,900.00

**Subtotal of C, Items 1-4..... \$92,160.00**

- D. Bidding
 

Plans will be disbursed and advertised for bid by the City of Killeen. MRB Group will provide digital files of the bid documents for the City to prepare and distribute.

  - 1. Prepare Bid Schedule.
  - 2. Prepare bid forms and tabulations.
  - 3. Issue addenda as required.
  - 4. Coordinate with the City staff to publicly advertise for bidders

- per requirements for public-funded projects.
- 5. Provide electronic plans in PDF format for the City to distribute to prospective bidders.
- 6. Answer Requests for Information (RFIs) during the bidding process.
- 7. Work directly with the City of Killeen staff to review and evaluate bids received.
- 8. Prepare Bid Letter for the City of Killeen.

Civil Engineering (MRB Group).....	\$1,200.00
Architectural (MRB Group) .....	\$5,200.00
MEP Engineering (Cen-Tex Engineering) .....	\$750.00
<b>Subtotal of D, Items 1-8 .....</b>	<b>\$7,150.00</b>

- E. Construction Administration  
 Construction Administration services and fees assume a ten (10) month construction project duration.
  - 1. Pre-proposal Meeting.
  - 2. Pre-construction kick-off meeting.
  - 3. Review and respond to all RFIs.
  - 4. Review shop drawings as required.
  - 5. Process Pay Apps, Change Orders, and other required documentation during the construction phase.
  - 6. Weekly site visits and preparation of reports at each visit. (assume 40 site visits)

Civil (MRB Group) .....	\$3,200.00
Architectural/Structural (MRB Group) .....	\$38,000.00
MEP Engineering (Cen-Tex Engineering) .....	\$1,100.00
<b>Subtotal of E, Items 1-6 .....</b>	<b>\$42,300.00</b>

- F. Project Closeout  
 At the conclusion of construction, MRB will provide the following services:
  - 1. Conduct a walk-through and Punch List.

2. Incorporate all documented plan changes (through addenda, clarifications, or field directives) into a final closeout post-construction Record Drawing plan set.
3. Assist the City of Killeen and the contractor with coordinating their Contractor Close-Out documentation tasks.
4. Incorporate plan changes noted on the contractor's redline construction drawings into the post-construction Record Drawings.
5. Engage and coordinate required inspection from the Registered Accessibility Specialist.

Architectural (MRB Group) .....	\$10,500.00
MEP Engineering (Cen-Tex Engineering) .....	\$2,550.00
TDLR Inspection.....	\$1,250.00

**Subtotal of F, Items 1-5..... \$14,300.00**

- G. Reimbursable Expenses
1. Permitting and other fees.
  2. Printing, reproductions, plots, and standard form documents.
  3. Postage handling and delivery.
  4. Overtime expense, if authorized by the City of Killeen in advance.
  5. Renderings, physical mock-ups, professional photography, and other presentation needs as required by the City of Killeen.
  6. Registration fees or other fees charged by the Certifying Authority.
  7. Other similar project-related expenditures.

**Subtotal of G, Items 1-7..... (estimated, NTE) \$7,000.00**

**Total Compensation..... \$255,970.00**

*The cost figures shown above represent our lump sum amounts. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group 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. Supplemental Services**

The following items, not included in the above services, can be negotiated after the design phase is completed.

**Construction Observation:**

1. Construction Phase: We have assumed that one (1) construction observer will be present on-site for approximately twenty (20) hours per week (on average) over a ten- (10) month construction duration for a total of approximately 900 hours (45 weeks x 20 hours/week per observer x 1.0 observer). The construction observer will modify their on-site work schedule to the extent possible to be present during critical aspects of the work and, to effectively coordinate with the City and the construction contractor.
2. Work conducted by the construction observer will include the following:
  - a. Coordinate and communicate with City Staff, the Design Team, and the Contractor
  - b. Review and validate monthly schedules and pay requests submitted by Contractor;
  - c. Review construction workspace and procedures proposed by the contractor for compliance with project requirements;
  - d. Monitor contractor compliance with traffic control requirements, and other contract requirements;
  - e. Monitor contractor compliance with SWPPP requirements, as applicable;
  - f. Monitor contractor compliance with vegetation/tree protection and restoration in accordance with contract requirements;
  - g. Coordinate and monitor material testing;
  - h. Prepare daily field reports (when on site) as needed to document the character and progress of the work;
  - i. Develop punch lists for contract completion;
  - j. Assist in the preparation of the Certificate of Substantial Completion;
  - k. Assist in the preparation of Closeout Documents; and,

- I. Assist in maintaining redlined Record Drawings for the project as changes occur in the field.
- 3. A Construction Project Manager will monitor the performance of the construction observer. He will ensure the observer is available and on-site as necessary or arrange a backup observer as required. The Project Manager will review project documentation, including field reports and photographs, consult with the construction observer regarding construction procedures proposed by the contractor and generally monitor project performance for compliance with contract requirements and project objectives. We have allowed approximately twenty (20) hours per month for ten (10) months

Current billing rates for this project are as follows:

Construction Observer .....\$130 per hour  
Construction Project Manager .....\$275 per hour

Mileage will be billed at \$0.67 per mile (or current IRS rate).

**IV. Additional Services**

The following items, not included in the above services, can be provided on a personnel time-charge basis but will only be performed upon receipt of your authorization.

- A. Tree Survey.
- B. Environmental Assessment.
- C. Hydrologic and Hydraulic analysis.
- D. Offsite utility extensions.
- E. Construction Phase services beyond the timelines or hours described above.
- F. If any hazardous materials are encountered, the City will administer this work to other professionals.
- G. Design Changes after the approval of Design Development Plans.
- H. Interior Design and Furniture, Fixtures, and Equipment.
- I. Construction administration services beyond the estimated construction duration noted above.
- J. Building Permits and Fees. (Paid by Client or Contractor.)

**V. Commencement of Work**

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

**VI. 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 it to our office. Thank you for considering our firm. We look forward to working with you on this project.

Sincerely,



Tanya Mikeska-Reed, AIA, NCARB  
V.P. of Architecture



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

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/Texas/Killeen, City of/O-24-0161 Homeless and Mental Health Emergency Shelter/tmr-Emergency Homeless Shelter revised9.10.24.docx>

Enclosure: MRB Group's Standard Terms and Conditions

**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.