



Revised May 13, 2020

Mr. Bill Burke
Construction & Projects
4600 Community Ave.
McKinney, Texas 75069

RE: Contract Amendment to Agreement 2019-021 for the Collin County Adult Detention Center
Assessment and Design Services
BSW Project No. 21913.00

Dear Mr. Burke:

We are pleased to submit this proposed amendment to our current agreement 2019-021 for consideration by you and the other members of the Collin County team. This amendment is for the Brinkley Sargent Wiginton (BSW) Architects Team to continue with Phase 1 design services.

A. Scope of Work

The proposed Scope of Work is for the design, bidding and construction administration of what's been defined in the completed BSW/ Pulitzer Bogard Associates' (PBA) Master Plan as Phase 1 of a multi-phase project. Phase 1 generally consists of the design of a new addition to the south and east of the existing jail and Sheriff's Office consisting of the following:

- New intake/ booking area which includes vehicle sallyport, pre-booking, booking, numerous and varied holding cells, inmate property storage, transfer and release areas and related support areas. This new area to be located on the 'lower level' to match the lower level floor elevation of the existing jail.
- New 180 bed orientation housing pods to house 72 males in dorms, 72 males in cells, and 36 females in dorms, all in a two-tier arrangement using a direct supervision model. Pods will be supported by numerous areas such as multipurpose, interview, and outdoor recreation among others. The orientation housing will be located directly above the intake/ booking area to align with the main level of the existing jail.
 - Several areas on the main level of the new addition will have shelled out areas as an alternate bid. Areas include a 36 bed, two-tier female restrictive housing unit and numerous support areas that can be accommodated in other rooms in the short term. Base bid will otherwise be roof.
- The new addition will be connected to the existing jail building by a series of stacked and bundled corridors that serve various functions. The secure corridor (primarily used for staff, inmate and services movement) will connect to the main corridor of the existing jail. Other corridors will provide access for 1) self-reports, 2) release, and 3) a quasi-public pathway for bail bondsmen and attorney visits. The latter three corridors will terminate at the main and lower levels of the jail lobby.

Complete architectural and engineering design services will be provided for the Phase 1 design and will comply with the requirements with our current agreement with the County. Design firms are annotated on the proposed fee development that follows.

B. Design Fees

		2020 Dollars		
	Fees	\$ 37,353,211	Estimated Const Cost	Firm
as calculated	\$ 3,188,408	8.5%		
	as quoted	% of total fee	% of const cost	
Arch*	\$ 2,091,780	65.6%	5.60%	BSW
Detention Equip	\$ 89,648	2.8%	0.24%	BSW
Struc	\$ 310,000	9.7%	0.83%	MD Engineering
MEP/FP	\$ 451,000	14.1%	1.21%	MD Engineering
IT/Data	\$ 25,800	0.8%	0.07%	MD Engineering
Civil	\$ 85,000	2.7%	0.23%	Pacheco Koch
CAD File Conversion ⁴	\$ 1,000	0.0%	0.00%	Pacheco Koch
Sec Elec (opt 1)**	\$ 90,300	2.8%	0.24%	LattaTech
Cost Estimator***	\$ 39,450	1.2%	0.11%	Keith Durst
RAS	\$ 4,430	0.1%	0.01%	Access of Design
	\$ 3,188,408	100.0%		
FF&E Design	no requirement			
Recap				
Basic Services	\$ 2,849,365		7.63%	Arch/ MEP/FP/ Struc
Add'l Svcs	\$ 339,043		1.2%	All others
*Includes interior design & wayfinding				
**Sec Elec (opt 2)	\$ 157,000	Option 2 upgrades the entire security electronics control system		
***\$40k additional for CD estimates				
⁴ Conversion of topographic CAD to PK layering				

Please note the added costs for security electronics design and CD estimating. If the County wants to completely redo the existing door control system in concert with the new system, LattaTech would require an additional \$157,000 for that design. If the door control system is not redone, a separate system will be designed for the Phase 1 addition. If Phase 2 comes about quickly enough, the door control system can be changed out then and incorporate the Phase 1 system into the new system. If the County wishes to have cost estimates done during the CD phase of design, Keith Durst will require an additional \$40,000 for that work.

We were directed to not include design services for AV, DAS, City Planning (Civil), Landscape Design and FF&E.

C. Schedule

A detailed schedule will be provided under separate cover but, with your concurrence, we anticipate the following milestone dates:

Mr. Bill Burke

RE: Contract Amendment to Agreement 2019-021 for the Collin County Adult Detention Center
Assessment and Design Services

Revised May 13, 2020

- Kick-off Meeting – TBD
- SD – May 1 thru August 1, 2020
- SD Estimate – August 15, 2020
- DD – August 15 thru December 1, 2020
- DD Estimate – December 15, 2020
- CD – December 15, 2020 – March 15, 2021
- Bidding – March 15 – April 30, 2021
- Construction start – June 2021

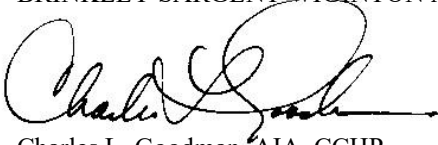
D. Reimbursable Expenses

Reimbursable expenses are in addition to the service fees quoted above. Reimbursable expenses will be invoiced at their actual cost, without any mark-up, for a not-to-exceed amount of \$8,000.00. BSW Architects and all other consultants will only have mileage as a reimbursable expense. Mileage will be invoiced at the IRS Standard Mileage Rate.

We look forward to continue working with you on this extremely important project.

Sincerely,

BRINKLEY SARGENT WIGINTON ARCHITECTS



Charles L. Goodman, AIA, CCHP
Principal

CC: Hal Sargent/ BSW Architects

Attachments:

Attachment A – Consultant Fee & Scope Quotations

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April 22, 2020

Brinkley Sargent Wiginton
5000 Quorum, Suite 600
Dallas, TX 75254

Attention: Mr. Charles Goodman

RE: Collin County Adult Detention Facility – Phase 1
McKinney, Texas

Proposal No. 20468

MD Engineering, LLP (MD Engineering) is pleased to submit a proposal to Brinkley Sargent Wiginton (Client) to provide professional Mechanical, Electrical and Plumbing (MEP) Engineering Services for the above referenced project. The following proposal documents our understanding of the scope of the project, our services, contract terms, and fee. This Proposal/Contract will constitute an Agreement between Brinkley Sargent Wiginton (Client) and MD Engineering.

SCOPE OF SERVICES:

This project, located in McKinney, Texas will consist of industry design standard MEP services for a new forty-three million dollar intake and processing addition to the existing Collin County Adult Detention Center with all appropriate MEP systems. It is expected that the addition will be two stories and approximately 85,000 square feet. The intake and processing facility will be designed to meet Texas Jail Commission and local codes. The addition includes dorm areas, segregation cells, booking, offices, property storage, support spaces, and a new sallyport. Mechanical work will include a heating, ventilation and air conditioning (HVAC) systems including smoke removal, plumbing, and fire protection. The base mechanical system is anticipated to be chilled water rooftop units with gas heating. An Alternate design will be identified as a chilled water air handler unit with a natural gas heating section located in a mechanical penthouse on the roof. Electrical work will include normal and emergency power distribution, normal and emergency lighting, exterior lighting for building elements and parking areas, lightning protection system, fire detection and alarm system. It is expected that the intake and processing addition will have its own diesel generator for emergency power. The Fire Protection and Fire alarm systems are performance specification items. Basic Services include performing an Energy Compliance Check. If third party verification is required, MD Engineering cannot provide this service. Construction Administration services shall include eighteen (18) site observations. Included in the basic services is commissioning as outlined in the International Energy Code (C408) with the exception of TAB and commissioning related to the HVAC system.

MD Engineering's scope of services is further clarified as follows:

1. Landscape irrigation and landscape lighting will be designed by a specialty consultant. Documentation and circuiting of exterior lighting designed by others is included in MD Engineering Basic Services.

2. Special systems such as communications; computer networks; telephone; and sound, including cabling, etc., will be designed by specialty consultants. Basic services include environmental, power and empty conduit/raceway requirements, based on the information provided. Power/Signal Outlet Plan(s) will indicate any special outlet/power requirements. This includes copiers, clean power, details for pre-wired furniture systems, etc. Outlets not so designated will be circuited as normal convenience outlets. Where special outlet locations are required, all necessary dimensioning will be shown by the Client on the Architectural documents.
3. Design of the following systems will be provided by other Consultants and is excluded from MD Engineering Basic Services.
 - a. Civil Engineering i.e., site drainage, extension of utilities to within 5 feet of the building, relocation of any existing utilities, off-site utility work, etc.
 - b. Acoustical Engineering

FEES

MD Engineering will provide the above Basic Services for a stipulated design fee of four hundred and sixty-five thousand dollars (~~\$ 465,000~~). Should the scope change more than 10% from what is listed under scope of services, MD Engineering shall seek additional compensation. The fees shall be divided based on the following percentages for each milestone:

Schematic Design	\$ 69,750	to be revised
Design Development	\$ 139,500	
Construction Documents	\$ 139,500	
Bid and Award	\$ 23,250	
Construction Administration	\$ 93,000	
Total Fee	\$ 465,000 \$451,000	

BASIC SERVICES shall include the following:

Contract Documents including Drawings and Specifications, as defined to below, to include the following submittals:

1. Drawings - MD Engineering will provide reproducible drawings at the various submittal levels as required. The Client will be responsible for the reproduction of all submittals.
2. Specifications - MD Engineering will provide technical specifications for the project using the MD Engineering's format and Microsoft Software. Technical specifications will be coordinated with the Owner's General Conditions (Front End) and with Client's Division 1 Specifications if supplied to MD Engineering prior to 95% completion.

Schematic Design

The Schematic Design Scope of Work shall consist of:

1. Floor plans and sketches focusing on spatial requirements of MEP equipment and mechanical and electrical room block layouts. Equipment capacity calculations will be based on square footage and function. Layout of ductwork, lighting fixtures, power outlets or other equipment outside the mechanical and electrical rooms is not included.
2. System Descriptions:
 - a. Design criteria narrative describing the basis of HVAC, plumbing and electrical load estimates.
 - b. Mechanical, electrical, plumbing, and fire protection system descriptions in the form of an system narrative that provides the following:
 - HVAC system types, approximate air handling unit capacities, and overall building tonnage. Calculations will be based on square footage and function.
 - Electrical distribution system type, voltage, and approximate building electrical load. Calculations will be based on square footage and function.
 - Anticipated lighting system and fixture types.
 - Plumbing system type, approximate capacities, and fixture descriptions.
 - Fire protection system type.
3. Provide verbal question and answer assistance to the Cost-Estimating Consultant to clarify system types and probable materials.
4. Attend design team meetings with architect, owner, and other required consultants to develop system concepts and establish mechanical equipment space requirements and optimization of the equipment room locations. Identify MEP requirements and locate all Owner-furnished equipment prior to the start of the Design Development phase.

Design Development

This submittal shall be based upon a single approved Schematic Design Concept. The Scope of Work shall consist of:

1. Systems narrative for the mechanical, electrical, plumbing, and fire protection systems, and shall include:
 - a. HVAC system descriptions including major equipment quantities such as air handling units, diffusers, and pumps. The system descriptions will indicate capacities,

manufacturers, model numbers, and features.

- b. Electrical distribution system descriptions including major equipment quantities such as switchgear, distribution panels and outlet devices. The system descriptions will indicate capacities, manufacturers, model numbers and features.
 - c. Lighting system descriptions including fixture quantities or quantities per square foot. The system descriptions will indicate manufacturers, model numbers and features.
 - d. Plumbing system descriptions including major equipment quantities such as water heaters, pumps, backflow preventers, etc. The system descriptions will indicate capacities, manufacturers, model numbers, fixture types and features.
 - e. Fire protection system descriptions.
2. Manufacturers' technical descriptive bulletins (cut sheets) will be provided for the key components of the mechanical, electrical and plumbing systems.
 3. Drawings and sketches showing the following:
 - a. Layout of major mechanical and electrical equipment in mechanical rooms.
 - b. Routing of main supply ductwork where structural and/or architectural coordination is required, to indicate zoning. Layout of lateral ductwork is not included.
 - c. Layout of supply and return air diffuser locations for typical areas.
 - d. Layout of typical lighting fixture locations and switching configuration of non-standard areas.
 - e. Site plans indicating transformer location and primary electrical conduit routing.
 - f. Layouts of power, telephone, data and other outlet locations.
 4. Provide verbal question and answer assistance to the Cost-Estimating Consultant to clarify system types and probable materials.

50% Construction Document (Intermediate Submittal)

This submittal will be based upon a single approved Design Development submittal. The intent will be to provide information required to coordinate key interdisciplinary areas of the work and to update construction costs. The Scope of Work shall consist of:

1. Progress floor plans and sketches of details where required for interdisciplinary coordination.

2. Project specifications.
3. Provide verbal question and answer assistance to the Cost-Estimating Consultant to clarify system types and probable materials.
4. Attend formal design team meetings to coordinate between disciplines.

100% Construction Documents

This submittal shall be based upon a single approved 50% Construction Document Design submittal and shall consist of:

1. Construction drawings.
2. MEP specifications.

Bidding

The bidding phase shall consist of:

1. Attending pre-bid meeting at the site.
2. Responding to RFI's and Issue Addendum

Construction Phase Services

The construction administration phase shall consist of:

1. Eighteen (18) site visits will be provided during construction. One site visit will be used to conduct a pre-construction meeting with all MEP subcontractors. The sites visits shall be monthly once the plumbing rough-in is complete. It is anticipated that at least four of these visits will cover the following construction milestones during the monthly visit: rough-in, above ceiling, pre-final punch, and final punch confirmation. Included are site visits for commissioning as indicated in the basic services. Additional visits will be provided at hourly rates according to our published Professional Fee Schedule in effect at the time the work is performed.
2. Standard shop drawing and submittal review services to include one (1) initial submission review, and one (1) re-submission review, as required in the project specifications.

CONTRACT CONDITIONS

1. Contact terms:
 - a. The Contract Drawings and Specifications or reproduction of them, in whole or in part, shall not be used on any other project without the written approval of MD Engineering.

- b. It is expected that an AIA Document C401-2017, "Standard Form of Agreement Between Architect and Engineer", will be entered into prior commencing work. The terms of this proposal shall be included in the language of the contract. If a contract is not executed at the time work commences, we will proceed with the understanding that an AIA C401 will be incorporated unless written notice to the contrary is received.
- c. In the event the project is abandoned or not carried to completion, our services for that portion of the work, which has been completed, will be paid for at the percent complete.

2. Professional Liability Insurance Coverage:

- a. All members of the design team will carry professional errors and omissions insurance for the amount of \$1,000,000 dollars, per claim.

3. Client Responsibilities:

- a. Industry standard design team leadership and coordination of responsibilities between design team members. The Client shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by the Client, as necessary for the coordination of this part of the Project.
- b. Except as authorized by the Client, all communication between MD Engineering and the Owner, Contractor or other consultants for the Project shall be forwarded through the Client.
- c. Provide a reasonable schedule for deliverables and project milestone deadlines for all consultants at the start of the project in order for MD Engineering's services to be performed in a manner, sequence and timing that coordinates with those of the Client and other consultants for the Project.
- d. Order and provide required completed copies of the Owner guidelines and design criteria. MD Engineering will provide technical direction to identify the required information.
- e. Identify the presentation format for design narratives and design analyses at the start of the project. MD Engineering will endeavor to comply with these formats.
- f. Communicate the stage of construction regularly to enable MD Engineering to schedule site visits at rough-in for the mechanical, plumbing and electrical trades. Provide MD Engineering a minimum of three (3) working days' notice prior to unscheduled site visits or meetings during construction

- g. Monitor the Contractor during construction to assure compliance with the "Record Drawing" requirements of the MEP specifications. MD Engineering will provide reasonable assistance coordinated with scheduled site visits. The ability of the Design Team and MD Engineering to comply with the Owner's "Record Drawing" requirements will be dependent upon the accuracy and quality of the documents prepared by the Contractor. Preparation of "Record Documents" from information that does not comply with the MEP specifications is not included in Basic Services.
- h. Construction Documents will be prepared utilizing Autodesk software (Architecture, Engineering, and Construction Collection). MD Engineering design work will be prepared in these files, and they will become the basis for the respective mechanical, plumbing, and electrical Construction Documents. Floor plan revisions will be processed in a similar manner. Coordination information shall be provided to MD Engineering on one (1) set of clearly marked blue line prints or clearly indicated in the electronic file by "clouding" showing the changes.
- i. Prepare agenda for all design team meetings and provide to MD Engineering at least three (3) working days in advance of the meeting. Schedule MD Engineering involvement to minimize meeting times. Attendance at unorganized meetings or meetings that are not relevant to MEP services may result in Additional Services

ADDITIONAL SERVICES

Any services not included as basic services will be considered additional services. Additional Services are billable at the hourly rates specified in addition to the fees for Basic Services. The following items are not included within the scope of services listed above and will be considered additional services:

1. Revision(s) of previously approved drawings
2. Reports/Studies of energy and utility costs or life cycle analysis
3. Development, evaluation and preparation of **detailed** construction cost estimates
4. Environmental studies or investigations
5. Special provisions for insurance carriers' review
6. Detailed mechanical, electrical, plumbing and fire protection load calculation reports
7. Additional documents and revisions to documents after the completion date of documents
8. Project observations, site visits and other construction services during construction not listed above
9. On-site project supervision
10. Conferences and project visits for coordination of construction among subcontractors

HOURLY RATES

For the purpose of this Agreement, our standard hourly rates as, indicated on the following Professional Fee Schedule is hereby made part of this Agreement. These rates are periodically updated and are subject to change upon advance written notice.

Brinkley Sargent Wiginton
Attn: Charles Goodman
Proposal # 20468
April 22, 2020
Page 8 of 8

Principal	\$ 200.00
Sr. Engineer	\$ 175.00
Construction Administrator	\$ 175.00
Engineer/Sr. Designer	\$ 150.00
Project Manager	\$ 150.00
Designer	\$ 100.00
Technician	\$ 75.00

REIMBURSABLE EXPENSES

Reimbursable expenses are billable in addition to the fees for Basic Services. Travel expense outside the metroplex, delivery charges, plotting, and printing costs will be reimbursable at our invoice cost.

PAYMENT

Invoices to be submitted monthly based upon an estimated percentage of completion with payment due not later than five (5) working days from date of payment by Owner to Client. Invoices unpaid ninety days after receipt of invoice, shall bear interest at a rate of 1% per month until payment is received. The Client shall pay for all expenses (including reasonable attorney's fees) incurred in collecting any payment of interest thereon.

Thank you for the opportunity to submit this proposal. If this proposal is acceptable, please return of a copy of this Agreement with your signature as acknowledging your acceptance of this Agreement as a firm Contract between MD Engineering and Brinkley Sargent Wiginton. This proposal will be honored thirty (30) days after date of issue and will be subject to re-negotiation after that date. We look forward to working with your firm on this project.

Sincerely,

MD Engineering, LLP

ACCEPTED:



By: _____

Michael Smith, PE LEED® AP
President

Date: _____



April 17, 2020

**Charles Goodman, Principal, AIA, CCHP
BRINKLEY SARGENT WIGINTON ARCHITECTS**

Re: Collin County Adult Detention Facility, Phase 1 - Electronic Security Systems

Dear Charles:

We are pleased to present our proposal for electronic security system engineering services for the above referenced project. The proposal is based on the information received via email on April 14th, 2020. The Phase 1 of the project shall include addition of a two story Booking/Housing/Orientation Building that will be connected to the facility via secure corridor.

Option 1 - The electronic security system for the new building could be a standalone system that will allow control and monitoring function of all new security field devices (doors, intercoms, cameras, duress alarms, card readers, etc.) from the building's local control stations. The new system will require a backup control station in the existing central control room. The facility's electronic security system would be controlled and monitored via two independent systems.

Option 2 - The electronic security system for the new building would be integrated with the existing electronic security system so the facility will be able to control and monitor all new and existing security field devices via one integrated system. This approach would require retrofit of the existing electronic security system's head-end equipment including the existing PLC, intercom, video and touch screen control systems.

The fee for our portion for the work shall be a lump sum of Ninety Thousands Three Hundred Dollars **(\$90,300.00)** for the Option 1 and One Hundred Fifty Seven Thousand Dollars **(\$157,000.00)** for the Option2.

Contract terms:

- a. This proposal is based on provisions of a standard AIA-C401 Architect -Consultant Agreement with the attached Scope of Services to be included as Exhibit B. The terms of this proposal shall be included in the language of the contract. If a contract is not executed at the time work commences, we will proceed with the understanding that an AIA C401 will be incorporated unless written notice to the contrary is received. Prior to finalizing our Agreement, we must review the Prime Agreement to verify understanding of requirements. Modifications to the AIA-C141 Architect - Consultant Agreement that include the following shall require additional provisions in the Agreement.
 - i. Where indemnification of the Architect by the Consultant is included in the Agreement, provisions shall be added for indemnification of the Consultant by the Architect to equal extents.
 - ii. Provisions that bypass paid when paid requirements of the Agreement such as no payment until a signed agreement has been fully executed, shall result in delay of services until such agreement is completed and void any responsibility for delay of the project.
 - iii. Prime Agreements that include retainage provisions will require additional fee to reflect the administrative cost associated with such provisions.

Charles Goodman, Principal, AIA, CCHP

April 17, 2020

Page 2 of 4

- iv. Professional Liability limits in excess of the \$2M carried by LattaTech Inc will be at additional cost.
- b. In the event the project is abandoned or not carried to completion, our services for that portion of the work, which has been completed, will be paid for at the hourly rates in effect at the time of work.
- c. The Contract Drawings and Specifications or reproduction of them, in whole or in part, shall not be used on any other project without the written approval of LattaTech Inc.

PAYMENT

Invoices to be submitted monthly based upon an estimated percentage of completion with payment due not later than ten (10) working days from date of payment by Owner to Client. Invoices unpaid ninety days after receipt of invoice, shall bear interest at a rate of 1% per month until payment is received. The Client shall pay for all expenses (including reasonable attorney's fees) incurred in collecting any payment of interest thereon.

We are prepared to start the work on your schedule and upon receipt of a Notice to Proceed with the work. We look forward to the opportunity to work with you on this project. If you have any questions or need additional information, please call.

Sincerely,
LATTA TECHNICAL SERVICES INC



Igor Abadzic
President

Attachment:
Exhibit B – Electronic Security Systems - Scope of Services

EXHIBIT B

**SCOPE OF SERVICES
ELECTRONIC SECURITY SYSTEMS ENGINEERING
FOR**

Collin County Adult Detention Facility, Phase 1- Electronic Security Systems

The electronic security systems for This Part of the Project shall include the following systems:

**Security Intercom and Paging Systems
Detention Door Control Systems (PLC, Touch Screen)
Access Control Systems
Video Management and Recording System
Personal Alarm System
Uninterruptable Power Supply**

Schematic Design

- * Review pre-planning documents such as the facility program and master plan documents and make recommendations as to how electronic security systems can support such pre-planning.
- * Evaluate and define electronic security systems and technology options available and recommended for the facility.
- ** Site survey to confirm location of all electronic security devices and equipment. Confirm locations and dimension of the existing control stations and equipment rooms.
- * Deliverable:
 1. Basis of Design narrative describing the electronic security system proposed.

Design Development

- * Confirm definition of spaces and environmental requirements for electronic security systems.
- ** Meet with User and Design Team at approximately 50% Design Development for review and confirmation of design approach.
- * Work with architect to design and coordinate locking systems and control stations.
- * Develop floor plans and partial plans to indicate preliminary device and equipment placement.
- * Develop partial plans to indicate preliminary layouts of control centers and electronic security equipment rooms.
- * Determine typical details that can be applied to the work.
- ** Meet with User and Design Team at approximately 95% Design Development for review and confirmation of design approach.
- * Provide preliminary input to mechanical and electrical disciplines for coordination, i.e. environmental requirements, lighting levels, power requirements, control and monitoring devices.
- * Prepare Statement of Probable Cost for electronic security systems based on device and equipment quantities take-off.
- * Deliverable:
 1. Floor plans indicating equipment and device locations.
 2. The first draft of project specifications.
 3. Review of Statement of Probable Construction Cost.
 4. Binder of Data sheets on proposed equipment.

Construction Documents

- * Update floor plans and partial plans to indicate device and equipment placement.
- * Update partial plans to indicate detailed layouts of control centers and electronic security

equipment rooms.

- * Develop system diagrams to indicate system functionality.
- * Develop details as required to convey special installation requirements.
- * Provide final input to mechanical and electrical disciplines for coordination.
- ** Meet with User and Design Team at approximately 50% Construction Documents for review and coordination.
- * Coordinate electronically controlled or monitored detention door hardware and architectural hardware with locking control systems.
- * Coordinate security system interfaces with mechanical, i.e. smoke control initiation, fire protection, remote monitoring, controlled valves, foreign ducts or piping in security spaces etc.
- * Coordinate security system interfaces with electrical, i.e. power requirements for all systems, life safety systems, remote control and monitoring of electrical systems, etc.
- * Develop sample control station screen layouts for User and Design Team review.
- ** Meet with User and Design Team at approximately 95% Construction Documents for review and coordination.
- * Update and confirm Statement of Probable Cost for the electronic security systems.
- * Identify potential alternate bids to assist project budgeting.
- * Deliverable:
 1. Complete drawings and specifications for electronic security systems.
 2. Statement of Probable Cost.
 3. Update to Binder of Data sheets on proposed equipment.

Bidding

- * Review issued documents to confirm coordination of electronic security systems.
- * Respond to questions posed by bidders.
- * Review and evaluate substitutions requested by bidders.
- * Prepare addenda as required for changes to the electronic security systems.
- * Incorporate addenda items into contract documents.
- * Assist in evaluation of bids.

Construction Administration

- * Review schedule of values submitted by the contractor.
- * Respond to Contractor Requests for information
- * Review submittals for electronic security systems.
- * Assist in evaluation of progress payments to electronic security systems contractor.
- ** Periodic site visits:
 - Factory testing of electronic security systems
 - Equipment terminations
 - Device installation
- ** System testing and acceptance
 - Final completion test and demonstration

Post Construction Administration

- * Review Contractor prepared Operation and Maintenance Manual(s).
- * Review Contractor turnover of software licenses, applications, source codes, and electronic data.
- * Review Contractor prepared training manuals
- * Review Contractor prepared record drawings.
- * Archive of data



April 22, 2020

Brinkley Sargent Wiginton
5000 Quorum, Suite 600
Dallas, TX 75254
Attention: Mr. Charles Goodman

RE: Collin County Adult Detention Facility – Phase 1
AV/Telecommunications/Data Proposal
McKinney, Texas

Proposal No. 20469

MD Engineering, LLP (MD Engineering) is pleased to submit the following proposal to Brinkley Sargent Wiginton (Client) to provide Audio/Visual (A/V) and Data (IT) Services for the above referenced project. The following documents our understanding of the scope of the project. This scope would be included under the contract provisions for the base MEP services.

SCOPE OF SERVICES:

This project, located in McKinney, Texas will consist of industry design standard MEP services for a new forty-three million dollar intake and processing addition to the existing Collin County Adult Detention Center with all appropriate MEP systems. It is expected that the addition will be two stories and approximately 85,000 square feet. The intake and processing facility will be designed to meet Texas Jail Commission and local codes. The addition includes dorm areas, segregation cells, booking, offices, property storage, support spaces, and a new sallyport. This proposal includes contract documents and specifications for the following system:

~~AV Design~~

Mental Health Screening:

Video Conferencing infrastructure will be designed for each mental health screening room. Infrastructure for video conferencing means that we provide for conduit, camera locations, interfaces for microphones and room for support equipment.

Hearing Room:

This configuration is a remote video arraignment system where the Judge is either in his office or courtroom. The person being arraigned is in a Hearing room at the jail. At the Hearing room there is a position where is a thick Plexiglas with control system, camera, 2 video displays (one to display the Judge one to display documents) and operator on one side and on the other is the inmate, microphone and signing pad. There is a small passage port between the two rooms for passing documents if required.

This system is very similar to a video conference system, but interactive between the Judge, inmate and Arraignment operator. The complete video arraignment session is recorded to the County's network server as a permanent video record.

~~Dayrooms/Separation Cells:~~

~~In this space is a flat screen TV with a secure, anti-ligature housing mounted around it. This keeps the video display secure and keeps inmate from hanging themselves. The TV channel and volume is controlled remotely from another location.~~

IT, Voice/Data Design

This will all be coordinated with the County's IT department

Service Provider Point of Entry Planning:

Scope of work for voice and data includes coordination with the service providers to coordinate bringing the service to the point of presents and installation location as well as termination scheduling. Our services include the telecommunications grounding specifications for communications systems and cable types, bonding and termination.

MDF and IDF Rooms:

Our services include specifying MDF and IDF room layout, size, heat loads electrical loads, rack and ladder tray configurations. Provide specifications for backbone and horizontal cabling (structured cabling) methods and types. If requested, we will specify fiber optical cabling types and termination as well as interfaces required for data and voice. Provisions for uninterruptible power supplies and isolation transformers as required for typical voice and data applications.

Servers and Network VLANS:

We will specify network, VLANS and the servers for the departments' network operations for data along with back-up operations and methods for a secure and robust network.

IP Telephone System:

Will include typical, flexible, business phone system infrastructure. We will meet with the Client to determine the extent of their needs for the various options required.

Voice and Data Locations:

The design will include the required locations for all voice and data locations such as desks, work stations, printers, network copy machines, network fax, video projectors, and AV equipment rack locations.

Wireless Access Points:

Design locations for wireless access points (WAPS) throughout the facility for offices, conference rooms and for patrols cars within the parking lot or parking building if desired. The system will be a secure system limited by zone as to who may have access to each zone.

General Services:

Design all electrical circuits, grounding system, conduit configurations, outlet and rack locations for the sound, video, control systems, as it pertains to the AV systems; Voice, data and network.

Provide all structural loads for the placement of all loudspeakers and video projectors to assure appropriate support for the loads is put in place at time of construction.

Provide heat loads imposed on the sound, MDF and IDF system equipment rack and powered loudspeakers for appropriate cooling requirements at the proper locations.

Provision of all wiring diagrams of the sound, video and video for recording as well as control systems for AV.

Provide all conduit size, junction boxes and wireways locations and routs for installation by others.

We will provide a matrix defining who provides what equipment to alleviate confusion and reduce costs and change orders.

MD Engineering's scope of services is further clarified as follows:

1. Design of the following systems will be provided by other Consultants and is excluded from this scope of work.
 - a. Acoustical Engineering

FEES

MD Engineering will provide the attached scope of services for a stipulated design fee as listed below. Should the budget or scope of work change more than 15% MD engineering shall seek additional compensation.

Audio/Visual (A/V) Services	\$ 44,100
Data (IT)	\$ 25,800

BASIC SERVICES shall include the following:

Contract Documents including Drawings and Specifications, as defined to below, to include the following submittals:

1. Drawings - MD Engineering will provide CADD-plotted reproducible drawings at the various submittal levels as required. The Client will be responsible for the reproduction of all submittals.

2. Specifications - MD Engineering will provide technical specifications for the project using the MD Engineering's format and Microsoft Software. Technical specifications will be coordinated with the Owner's General Conditions (Front End) and with Client's Division 1 Specifications if supplied to MD Engineering prior to 95% completion.

CONTRACT CONDITIONS

1. Contact terms:
 - a. It is expected that an AIA Document C401-2017, "Standard Form of Agreement Between Architect and Engineer", will be entered into prior commencing work. The terms of this proposal shall be included in the language of the contract. If a contract is not executed at the time work commences, we will proceed with the understanding that an AIA C401 will be incorporated unless written notice to the contrary is received.
 - b. In the event the project is abandoned or not carried to completion, our services for that portion of the work, which has been completed, will be paid for at the hourly rates shown on the Professional Fee Schedule.
 - c. The Contract Drawings and Specifications or reproduction of them, in whole or in part, shall not be used on any other project without the written approval of MD Engineering.
2. Professional Liability Insurance Coverage:
 - a. All members of the design team will carry professional errors and omissions insurance for the amount of \$1,000,000 dollars, minimum.
3. Client Responsibilities:
 - a. Industry standard design team leadership and coordination of responsibilities between design team members. The Client shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by the Client, as necessary for the coordination of this part of the Project.
 - b. Except as authorized by the Client, all communication between MD Engineering and the Owner, Contractor or other consultants for the Project shall be forwarded through the Client.

- c. Provide a reasonable schedule for deliverables and project milestone deadlines for all consultants at the start of the project in order for MD Engineering's services to be performed in a manner, sequence and timing that coordinates with those of the Client and other consultants for the Project.
- d. Identify the presentation format for design narratives and design analyses at the start of the project. MD Engineering will endeavor to comply with these formats.
- e. Monitor the Contractor during construction to assure compliance with the "Record Drawing" requirements of the specifications. MD Engineering will provide reasonable assistance coordinated with scheduled site visits. The ability of the Design Team and MD Engineering to comply with the Owner's "Record Drawing" requirements will be dependent upon the accuracy and quality of the documents prepared by the Contractor. Preparation of "Record Documents" from information that does not comply with the specifications is not included in Basic Services.
- f. Construction Documents will be CADD prepared. Client will furnish electronic files in AutoCAD format with companion hard copies (i.e., plots). MD Engineering design work will be prepared in these files, and they will become the basis for the respective mechanical, plumbing, and electrical Construction Documents. Floor plan revisions will be processed in a similar manner. Coordination information shall be provided to MD Engineering on one (1) set of clearly marked blue-line prints or clearly indicated in the electronic file by "clouding" showing the changes. One (1) set of electronic data in AutoCAD format on CD-R or by E-mail shall be provided.
- g. Communicate the stage of construction regularly to enable MD Engineering to schedule site visits at rough-in for the A/V and IT trades. Provide MD Engineering a minimum of three (3) working days' notice prior to unscheduled site visits or meetings during construction
- h. Prepare agenda for all design team meetings and provide to MD Engineering at least three (3) working days in advance of the meeting. Schedule MD Engineering involvement to minimize meeting times. Attendance at unorganized meetings or meetings that are not relevant to the attached scope services may result in Additional Services

ADDITIONAL SERVICES

Any services not included as basic services will be considered additional services. Additional Services are billable at the hourly rates specified in addition to the fees for Basic Services. The following items are not included within the scope of services listed above and will be considered additional services:

1. Revision(s) of previously approved drawings
2. Reports/Studies of energy and utility costs or life cycle analysis
3. Development, evaluation and preparation of **detailed** construction cost estimates
4. Environmental studies or investigations
5. Special provisions for insurance carriers' review
6. Formal Value Engineering (VE) services and incorporation of VE items after the completion date of documents
7. Additional documents and revisions to documents after the completion date of documents
8. Project observations, site visits and other construction services during construction not listed above
9. On-site project supervision
10. Conferences and project visits for coordination of construction among subcontractors
11. As-built or Record Drawings

HOURLY RATES

For the purpose of this Agreement, our standard hourly rates as, indicated on the following Professional Fee Schedule is hereby made part of this Agreement. These rates are periodically updated and are subject to change upon advance written notice.

Principal	\$ 200.00
Sr. Engineer	\$ 175.00
Construction Administrator	\$ 175.00
Engineer/Sr. Designer	\$ 150.00
Project Manager	\$ 150.00
Designer	\$ 100.00
Technician	\$ 75.00

REIMBURSABLE EXPENSES

Reimbursable expenses are billable in addition to the fees for Basic Services. Travel expense outside the metroplex, delivery charges, plotting, and printing costs will be reimbursable at our invoice cost.

PAYMENT

Invoices to be submitted monthly based upon an estimated percentage of completion with payment due not later than five (5) working days from date of payment by Owner to Client. Invoices unpaid ninety days after receipt of invoice, shall bear interest at a rate of 1% per month until payment is received. The Client shall pay for all expenses (including reasonable attorney's fees) incurred in collecting any payment of interest thereon.

Brinkley Sargent Wiginton
Attn: Charles Goodman
Proposal #20469
April 22, 2020
Page 7 of 7

Thank you for the opportunity to submit this proposal. If this proposal is acceptable, please return of a copy of this Agreement with your signature as acknowledging your acceptance of this Agreement as a firm Contract between MD Engineering and Brinkley Sargent Wiginton. This proposal will be honored thirty (30) days after date of issue and will be subject to re-negotiation after that date. We look forward to working with your firm on this project.

Sincerely,

MD Engineering, LLP

ACCEPTED:



By: _____

Michael Smith, PE LEED® AP
President

Date: _____

ATTACHMENT A



ACCESS by DESIGN
ACCESSIBILITY CONSULTANTS

Access by Design Inc. 12720 Hillcrest Road Suite 580 Dallas, Texas 75230 Tel 214 348 7758 Fax 214 348 7867 www.abyd.com

22 April 2020

Mr. Charles Goodman, AIA
Brinkley Sargent Wiginton Architects
5000 Quorum, Suite 600
Dallas, Texas 75254

**Re: Collin County Jail Addition – Phase 1
McKinney, Texas
Proposal for Accessibility Consulting Services**

Dear Mr. Goodman:

Access by Design, Inc. ("AbyD" and/or the "Consultant") is pleased to submit this proposal for Consulting Services to Brinkley Sargent Wiginton Architects (the "Architect"). This proposal, once executed by both Consultant and Architect, will allow work to commence immediately on your Project. Following such execution by the parties, this letter shall serve as either a final agreement or an interim agreement subject to a final contract which will be entered into by the parties and to which this letter will be attached and incorporated for all purposes. Thank you for inviting me to submit this proposal for consulting services on the Collin County Jail Addition Phase 1 project. I look forward to the opportunity to work with you again.

Project Scope

We understand this project to consist of an addition of a 45,000 SF intake/book area and two-tier orientation housing with an estimated construction cost of \$38,800,000.

Services and Proposed Fees

Access by Design proposes to provide the following services:

- Access by Design will perform a **preliminary plan review** of design documents provided by the Architect. The project will be evaluated for compliance with the 2012 TAS. The findings will be documented in a written report.
- Access by Design will perform a **TAS plan review** as required by Chapter 469, Texas Government Code, based upon 100% construction documents, signed and sealed. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report.
- Access by Design will perform a **TAS site inspection** upon completion of construction as required by Chapter 469, Texas Government Code. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report including site photos of any unacceptable conditions. This fee shall include a single site visit. Any additional visits requested by the Owner or Architect will constitute an additional service and shall be billed at an hourly rate of \$140 per hour, two hours minimum.

Preliminary Plan Review	\$ 1,270
TAS Plan Review	\$ 1,580
TAS Inspection	<u>\$ 1,580</u>
	\$ 4,430

Reimbursable Expenses

Access by Design will require reimbursement for out-of-pocket expenses as indicated below.

TDLR Filing Fee* \$ 175

**Note: Access by Design will not collect TDLR filing fees if the project is registered prior to receipt in our office.*

Schedule

- The preliminary plan review will be performed and the report furnished to the Architect within 30 days of receipt of design drawings for review.
- The TAS plan review will be performed and the report furnished to the Architect and Owner within 30 days of the submittal of construction documents and a completed Project Registration Form.
- The TAS site inspection will be performed and the report furnished to the Architect and Owner within 30 days of receipt of a completed Request for Inspection Form, provided that project construction is complete.

Assumptions and Exclusions

- Consultant Services do not include architectural or engineering services. The preparation of design drawings, construction documents, construction estimates or construction pricing is not included in the scope of this work.
- Access by Design shall have the right to rely on the accuracy, thoroughness and completeness of all information provided by the Architect, the Owner, or the Owner's representative(s) during all phases of this project.
- The report or work product provided by Access by Design does not constitute legal, human resources, accounting or financial advice.
- Access by Design does not claim to be licensed, endorsed, or otherwise certified as a federal "ADA" reviewer or inspector.
- Access by Design does not assert that the proposed plan review and inspection services satisfy or replace reviews and inspections required by city building departments and local code authorities.
- In the event that the Architect and/or Owner and Access by Design jointly agree that additional consulting services are required for this project, Access by Design would offer a proposal for those services as an additional expense.
- Access by Design will review for compliance with only those accessibility codes and standards stated above.

If this Proposal meets with your approval, please indicate by signing below and returning one copy to me.

Sincerely,



Kimberly J. Goss
President



ACKNOWLEDGED AND APPROVED BY:

Signature

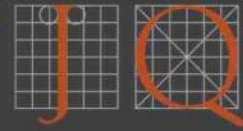
Date

Name / Title

Company

ATTACHMENT A

shaping the built environment



100 GLASS STREET, DALLAS, TEXAS 75207
214.752.9098 PHONE
JQENG.COM

04.17.20

Mr. Charles Goodman, AIA
Principal
Brinkley Sargent Wiginton Architects
5000 Quorum, Suite 600
Dallas, Texas 75254

Re: Proposal – Scope of Structural Engineering Services and Compensation (Part I)
Collin County Adult Detention Center Addition, McKinney, Texas

Dear Mr. Goodman,

We are pleased to express our interest in providing structural engineering services for the referenced project and offer the following proposal for your consideration.

SCOPE OF PROJECT

We understand the scope of the project to be the design of a two-level 88,750 square foot addition to the Collin County Adult Detention Center. The addition will house booking, orientation housing and a corridor connecting to the existing sheriff building. The lower level will house booking and a large sally port. The main level will house the orientation housing unit. The construction cost limit (CCL) is ~~\$38,750,000~~

\$37,353,211

Construction is anticipated to consist of a steel-framed superstructure, structurally suspended concrete slab on void form or slab over crawl space ground floor, and drilled pier foundations. Some soil retaining is anticipated around the building and corridor with one (1) site retaining wall near the southeast exit to the sally port due to grade changes. Copies of construction documents for the existing buildings are available and will be provided by others for our use and reliance.

BASIC SERVICES

Our services will include the following:

1. Participate in the establishment of structural design criteria and determination of the primary structural framing scheme.
2. Engineering calculations for the design of the primary structural frame. Foundations will be designed and detailed in accordance with the recommendations in a Geotechnical Report prepared specifically for this site.
3. Preparation of construction drawings for the structural portions of the work.

4. Preparation of a BIM model produced to Level of Development 300 per AIA E203 with Autodesk Revit Structure. This model is only for the purposes of A/E coordination, generation of construction documents and clash detection with major structural elements, with the exception that the model may not be suitable for the creation of shop drawings. Items to be included in the structural model include: columns, load-bearing walls, beams, slabs, braces, and foundations.
5. Preparation of structural specifications.
6. Assist the Architect in designing and detailing of miscellaneous metal fabrications for the items noted below. Detailing and specification of these items will be the responsibility of the Architect:
 - a. Metal stairs: Stringer dimensions will be provided, if requested
 - b. Toilet partition supports
 - c. Movable partition supports
 - d. Curtain wall or window wall bracing
 - e. Cold-formed metal framing (CFMF): Preliminary member sizes will be provided for detailing purposes only.
7. Provision of structural performance requirements for the following items to be included in the performance specifications being prepared by others:
 - a. Pre-cast concrete building components, including architectural precast concrete
 - b. Performance specified steel framing
 - c. Cold-formed metal framing at the exterior and interior conditions
 - d. Metal stairs
 - e. Construction mockup foundation and/or backup structure
 - f. Inserts, embeds, and hangers for mechanical, electrical, plumbing, conduits, cable trays and equipment.
8. Preparation of addenda as required during the bidding period and answering questions regarding structural plans and specifications.
9. Construction administration:
 - a. A maximum of six (6) structural observations, construction administration, and/or pre-construction meetings, including the preparation of observation reports.
 - b. Review of structural shop drawings and submittal data.
 - c. Review and respond to RFI's
 - d. Preparation of ASI's and change orders.
 - e. Review of change orders
 - f. Review of testing laboratory reports

Services excluded from basic services but not limited to:

1. Design and detailing of sitework including paving, sidewalks, flag and high mast light foundations (poles over 30 feet in height), retaining walls (except as noted above), bollards, dumpster pads, sign foundations, site sculpture foundations, etc., unless specifically included above.

2. Structural engineering design and detailing of specialty engineered building systems including but not limited to the following performance specified items:
 - a. Pre-cast concrete building components
 - b. Performance specified steel framing
 - c. Cold-formed metal framing at the exterior and interior conditions
 - d. Metal stairs
 - e. Construction mockup foundation and/or backup structure
3. Design, detailing, coordination, or layout of embeds or inserts for the support of mechanical, electrical, or plumbing hanging piping, conduits, cable trays, or other equipment.
4. Design and detailing of monumental, “grand,” or architectural stairs.
5. Design of wall systems, including internal reinforcing of window and curtainwall systems.
6. BIM modeling of all items not explicitly included in the AIA E203 “Level of Development” listed in the scope above. These excluded items include, but are not limited to: miscellaneous steel, reinforcing, miscellaneous steel “kicker” braces, channel frames, slab recesses, non-load bearing walls, exterior wall façade and fenestration, pre-engineered metal buildings, wood framing, underground utilities.
7. Opinions of probable construction costs.
8. Geotechnical investigations and material testing.
9. Fast track production of structural drawings ahead of the architectural and MEP drawings.
10. Design of tornado shelters or safe rooms.
11. Detailed panel elevations for tilt-up concrete wall construction including panel books depicting embed locations, rebar placement and/or lifting inserts.
12. Design of temporary or permanent earth retention systems.
13. Detailing or specification of waterproofing or dampproofing. JQ may graphically indicate these items as appropriate and designate these items as work specified elsewhere in the Construction Documents.
14. Construction administration:
 - a. Additional structural observations or site visits beyond the number listed above.
 - b. Review of formwork and shoring drawings.
 - c. Updating or provision of the BIM model for construction coordination.
 - d. Review of embeds, inserts and/or hangers and accessories for hanging fire suppression piping and equipment.
 - e. Preparation of record documents.

15. Special inspections or responsibility for special inspections as the registered design professional in responsible charge (as defined by the International Building Code).
16. Assistance with the permitting process.
17. Field measurements of existing structures or framing. Existing structures or framing will be depicted in accordance with existing documents provided by others.

ALTERNATE SERVICES

1. Additional site visits beyond the number listed in basic services.

FEES

We propose to provide engineering services for the following lump sum fees including expenses:

Basic Services	-\$320,000.00	\$310,000
Alternate Service (1) – Additional Site Visits		\$875.00 per visit

Authorized additional services will be billed at the following hourly rates plus reimbursable expenses:

Partner	\$260.00 / hour
Principal	\$225.00 / hour
Senior Project Manager	\$185.00 / hour
Engineering Technical Lead	\$195.00 / hour
Project Manager	\$160.00 / hour
Senior Project Engineer	\$145.00 / hour
Project Engineer	\$130.00 / hour
Senior Technician	\$125.00 / hour
Technician	\$95.00 / hour
Administrative	\$80.00 / hour

REIMBURSABLE EXPENSES

Reimbursable expenses for authorized additional services will be invoiced at 1.10 times net cost to JQ. Reimbursable expenses include:

- Travel expenses including mileage at \$0.50 per mile.
- Reprographic and photographic services.
- Delivery service charges.
- Authorized sub-consultant fees.

PAYMENT SCHEDULE

Invoices for progress payments of the basic fee will be billed each month for services performed during the prior month.

Invoices for progress payments of the basic fee will be billed each month for services performed during the prior month on a percentage of completion basis in accordance with the following schedule:

Schematic Design	15%
Design Development	20%
Construction Documents	40%
Bidding and Negotiation	5%
Construction Administration	20%

If this proposal is acceptable, please sign Part I and return one copy to our office. Signature of Part I also acknowledges and accepts the terms and conditions set forth in Part II of this proposal. These documents will serve as our contract for this project unless superseded by a standard form agreement. We appreciate your consideration and look forward to working with you.

Sincerely,
JQ Engineering, LLP
Texas Registered Engineering Firm: 1294



John Hoenig, PE
Partner

Accepted by:

Brinkley Sargent Wiginton Architects

Date

JQ Engineering, LLP
PROFESSIONAL SERVICES AGREEMENT
PART II - TERMS AND CONDITIONS

WHEREAS: This Professional Services Agreement is made and entered into between **Brinkley Sargent Wiginton Architects** (Client) and **JQ Engineering, LLP** (Engineer) a Texas Limited Liability Partnership. This Agreement consists of two parts: Part I - Proposal - Scope of Services and Compensation. Part II - Terms and Conditions

ARTICLE 1: PROFESSIONAL SERVICES

1.1 **Services.** In connection with the property described in the Proposal (“Property”), Engineer shall render the professional services (“Services”) for the project described in the Proposal (“Project”) as outlined in the Proposal and any Amendments.

1.2 **Agreement.** The Professional Services Agreement includes the Proposal dated April 17, 2020, Amendments to the Proposal, and these Terms and Conditions (collectively, the “Agreement”).

ARTICLE 2: PROPOSALS

2.1 **Scope.** The Proposal(s) shall identify the specific scope of Services to be performed and the amount and type of compensation for the specific services. Any services not specifically identified in the Proposal are excluded unless added as additional services with additional compensation to Engineer.

2.2 **Acceptance of Agreement.** Client shall authorize and Engineer shall commence work upon Engineer’s receipt of the properly executed and signed Proposal(s), as may be amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Engineer extends the time in writing; or (2) at the sole option of Engineer, Engineer accepts Client’s oral authorization to proceed with the services, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. Engineer’s performance of the services under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization and the effective date of the Agreement is the date of the Proposal.

ARTICLE 3: CHANGES

3.1 **Changes.** The Engineer and Client may at any time, by written amendment, make changes within the general scope of individual Proposal(s) or relating to services to be performed. If such changes cause an increase or decrease in the Engineer’s cost of, or time required for, performance of any services under individual Proposals, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 **Regulatory Changes.** In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

ARTICLE 4: THE TERM

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Engineer’s Services are terminated under provisions of the Agreement. Engineer will pursue completion of

Services in accordance with the timely completion specified in the Proposal and any amendments thereto. Engineer shall not be liable or responsible for any delays caused by circumstances beyond Engineer’s control.

ARTICLE 5: DUTIES

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client’s requirements for the Project, designate a person to act with authority on Client’s behalf in respect to all aspects of the Project, examine and respond promptly to Engineer’s submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work. Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; architectural or other engineering design documents, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon the accuracy of in performing its Services.

Client shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of contractor(s) applications for payment, and any inspection services to determine if contractor(s) are performing the work.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer (collectively, the “Documents”), whether in hard copy or electronic form, are instruments of service for the services and are owned by the Engineer regardless of whether or not services are completed. Reuse, change or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of Engineer. ANY REUSE, CHANGE OR ALTERATION OF THE DOCUMENTS BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE ENGINEER, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS’ FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ENGINEER’S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.

5.5 **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.6 **Laboratory Services.** In performing services, Engineer may make use of an independent testing laboratory. Certain testing or laboratory services are the responsibility of Client or third parties. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services and Engineer will rely on the accuracy of the testing or laboratory services.

5.7. **Changed Conditions.** The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.8 **Site Visit.** All conclusions, opinions and recommendations will be based upon site conditions at the Property as they existed at the time of Engineer's site visit. Any report should not be relied upon to represent conditions at a later date. This paragraph does not obligate the Engineer to perform construction administration services.

5.9 **Opinions of Cost.** Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 **Construction Observation.** If construction phase services are included in the Services, the Engineer shall periodically visit the Project during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous Project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). Regardless of the inclusion of construction phase services as part of the Services, any use of the word "inspect" in any communication relating to services provided by the Engineer is understood to mean a general visual observation and not a detailed, scrutinized investigation of the site or the contractor's work.

5.11 **No Responsibility for Contractor's Work or Safety.** The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s).

Engineer shall not be responsible for any contractor's failure to comply with any laws, regulations, standards or ordinances relating to the contractor's performance of its work.

5.12 **Permits.** Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Before Engineer performs the Services, Client will provide Engineer evidence satisfactory to Engineer that all required permits or other approvals have been obtained and that all required notices have been given. Client will provide to Engineer copies of any such permits or any such notices, together with any other relevant information that will alert Engineer to the requirements of such permits, approvals, or notifications.

5.13 **Standard of Care.** In providing services under this Agreement, the Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

5.14 **Third-Part Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Engineer. The Engineer's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder. The Client and the Engineer agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

5.15 **Accessibility Compliance.** Various federal and state statutes such as the Americans with Disabilities Act, Fair Housing Act and Texas Architectural Barriers Act may be applicable to the design and construction of the Project. Notwithstanding anything to the contrary in this Agreement, Engineer does not represent, warrant or guaranty that the Engineer's design will comply with all interpretations of these statutory requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project.

5.16 **Fast-Track Projects.** This clause 5.16 only applies if a fast track process is identified as part of the scope of Engineer's Services or is required due to changes in the Project after the effective date of the Agreement. In consideration of the benefits to the Client of employing the fast track process in which some of the Engineer's Services overlap the construction work and are out of sequence with the traditional project delivery method, and in recognition of the inherent risks of fast tracking, including but not limited to design conflicts and errors and omissions, Client agrees to waive all claims against the Engineer for damages or costs relating to design changes and modification of portions of the contractor's work due to the Client's decision to employ the fast track process. Client further agrees to compensate Engineer for all Additional Services that arise as a result of the fast track process.

ARTICLE 6: COMPENSATION FOR SERVICES

6.1 **Compensation for Services.** Engineer's compensation for services shall be set forth in individual Proposal(s).

6.2 **Compensation.** Client agrees to pay Engineer for Services in accordance with the Agreement. Expenses directly related to these Services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a ten percent (10%) markup on cost, unless these costs have been included in individual proposals.

6.3 **Payments.** Engineer will invoice Client monthly in accordance with the terms and conditions of the Proposal, and amendment(s) for Services and reimbursables. Client agrees to promptly pay Engineer at its office at **100 Glass Street, Dallas, Texas 75207**, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.4 **Sales and Use Tax.** Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to the Sales Tax. Sales Tax shall be per the current applicable governing authority tax rates. In the event subsequent taxes are levied by Federal, State, or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.5 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.6 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.7 **Attorney's Fees.** In the event Engineers' invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all cost of collection, including the maximum attorney's fees allowed by law and court costs, in addition to other amounts due.

6.8 **Contractual Lien.** In the event the Client is the owner, or agent of the owner, of the Property (fee and/or leasehold estate), Client grants to Engineer a contractual lien, in addition to all statutory and other liens that may exist, on the Property and improvements thereon where the Project is located to secure payment for all debts owed, now or in the future, to Engineer by Client including those arising as a result of Engineer's services provided under this Agreement. Client grants Engineer the authority and right to file a copy of this Agreement in the public records of the county or counties where the Project is located to give notice of Engineer's lien rights.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon seven (7) days written notice to the other at the address of record. Upon receipt of written notice from

Client to discontinue work, the Engineer shall discontinue work under this Agreement. Such termination shall release Engineer from any further obligation to provide Services to Client on this Agreement, but all obligations of Client shall continue. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement or Proposal(s).

Client waives any and all claims it has against Engineer arising out of termination of this Agreement by Engineer. Client waives any and all claims, causes of action, or damages that it has or may have against Engineer for failure to perform further services under this or any other Agreement with Client.

7.2 **Compensation in Event of Termination.** Upon termination by either Client or Engineer, Client shall pay Engineer with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the Engineer's standard hourly rates, in force at the time of termination, to all Services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor.** It is understood that the relationship of Engineer to Client shall be that of an independent contractor at all times during the performance of this agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

ARTICLE 9: LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ENGINEER, ITS EMPLOYEES, OFFICERS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL NOT EXCEED THE ENGINEER'S TOTAL RECEIVED FEE NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF THE OTHER PARTY, REGARDLESS OF THE NATURE OF THIS FAULT OR WHETHER IT WAS COMMITTED BY THE CLIENT OR BY ENGINEER, THEIR EMPLOYEES, AGENTS, SUBCONSULTANTS, OR SUBCONTRACTORS. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE AND LOSS OF PROFIT.

9.2 **No Certification.** Engineer shall not be required to sign any documents that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Asbestos or Hazardous Materials.** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of Engineer's Services, Engineer may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.

9.4 **Delays.** Engineer is not responsible for delays caused by factors beyond Engineer's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Engineer's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Engineer's reasonable control occur, the Client agrees Engineer is not responsible for damages, nor shall Engineer be deemed to be in default of this Agreement. In the event such delay exceeds ninety (90) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation. In the event Engineer is delayed by the Client and such delay exceeds thirty (30) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

9.5 **Project Enhancement.** If, due to Engineer's error or omission, any required item or component of the Project is omitted from Engineer's documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Engineer be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by written document executed by both parties.

10.2 **Modifications.** No one has authority to make variations in, or additions to, the terms of this Agreement on behalf of Engineer other than one of its officers, and then only in writing.

10.3 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.4 **Venue.** Engineer and Client agree that the services will be performed or partially performed in **Dallas County, Texas**, and the venue of any action under the Agreement shall be exclusively in **Dallas County, Texas**.

10.5 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be

construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.6 **Construction of Agreements.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.7 **Successor and Assigns.** Client, for himself and partners, if any, and Engineer, for itself, each binds himself or itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither Client nor Engineer shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and Engineer. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the real property that is part of the Project. Client's representative signing below agrees to indemnify, save, and hold Engineer harmless for any and all claims, causes of action, and damages that may arise against Engineer if the representations contained in this Paragraph are not correct.

Nothing in Agreement restricts Engineer's ability to hire subcontractor in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless the Engineer gives Client prior and specific written approval.

10.8 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve all disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.9 **Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include similar mediation provisions in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~10.10 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, drawings, specifications, or professional advice. Any warranties or guarantees contained in any purchase orders, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.~~

10.11 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

10.12 **Corporate Liability.** Client understands and agrees that Engineer is a business entity that has contracted to perform services and any services provided by Engineer's employees, agents, partners, members or officers are not provided in their individual capacity. Client will not make any claim or demand against any of Engineer's employees, officers, directors, members, partners or affiliated business entities.

10.13 **Confidentiality.** If Client or Engineer receives information specifically designated by the other party as confidential, the receiving party shall keep such information confidential and shall not disclose it to any person, except to those who need to know such information for the Project. This section shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Client or Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other authority with proper jurisdiction, or if it is reasonably necessary for the Client or Engineer to defend itself from any suit or claim.

END OF PROFESSIONAL SERVICES AGREEMENT

April 17, 2020
PK No.: 2477-0100

Mr. Charles Goodman
BRINKLEY SARGENT WIGINTON ARCHITECTS
5000 Quorum Drive, #600
Dallas, Texas 75254

Re: Professional Civil Engineering, Land Surveying & Landscape Architecture Services
COLLIN COUNTY DETENTION FACILITY
Site Development Services
McKinney, Collin County, Texas
MAPSCO: D260-M

Dear Mr. Goodman:

Pacheco Koch Consulting Engineers, Inc. is pleased to submit this proposal to provide professional civil engineering, land surveying and landscape architecture services relating to the referenced project. It is our understanding the project consists of a master planned 45,000 SF detention facility for Collin County as shown on the attached Exhibit "A", located on Community Avenue north of the intersection of Community Avenue and Bloomdale Road on a 274 acre tract.

SCOPE OF SERVICES

Based on our preliminary discussions and review of the information received to date, the following is our perception of the services to be provided by Pacheco Koch for the referenced project:

~~Surveying Services~~

PARTIAL TOPOGRAPHIC SURVEY: Pacheco Koch will perform an on the ground survey of a portion of the property, as shown on the attached Exhibit "A", under the direct supervision of a Registered Professional Land Surveyor.

Included in this item:

- Location of permanent improvements on and immediately adjacent to, the above defined limits (structures and improvements extending past the stated limits will be surveyed only to the extents of said limits and not in their entirety).
- Spot elevations on 50-foot intervals and at significant grade breaks.
- Contours on one foot intervals.
- Top of curb and gutter elevations for paving on and adjacent to the site.
- Locations, common name and trunk diameter of trees over 6-inches in caliper or the outline of heavily wooded areas.
- Location of visible utilities and appurtenances.
- Location and sizes of underground utilities based on available record information.
- Pacheco Koch will graphically plot, if any, the Special Flood Hazard Area from the Flood Insurance Rate Map (FIRM), published by Federal Emergency Management Agency (FFMA), for this area.
- Graphical depiction of site boundaries adjacent to the survey area based upon the current deed or plat. If the site is platted, we will graphically show easements defined on the plat. This depiction is approximate and the work does not include boundary ~~research or review of found monumentation.~~

~~Not included in this item:~~

- Species names of trees.
- Trees less than 6-inches in diameter.
- Tree locations and identification in heavily wooded areas.
- Boundary surveying.
- Research or review of easements that may affect the subject tract.
- Subsurface utility engineering services.
- Location of irrigation control valves.

Planning Services

PRELIMINARY & FINAL SITE PLAN: Based on an approved Site Plan provided by the Owner, Pacheco Koch will prepare Preliminary and Final Site Plans for the referenced site in conformance with City requirements.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
- Attendance at Planning and Zoning and City Council meetings as required.

Not included in this item:

- Building elevations and landscape plan.

CONCEPTUAL CIVIL DEVELOPMENT PLANS: Pacheco Koch will prepare Conceptual Grading, Drainage and Utility Plans for the project, as required by the City for approval of Site Plan. This item shall not be construed as final engineering plans.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
- Proposed finished floor elevations, contours and spot elevations as required.
- Proposed on-site drainage systems.
- Proposed water and sanitary sewer services.

Not included in this item:

- The design of any off-site storm sewer or drainage improvements.
- The design of any off-site water, sewer, paving.
- The design of any storm detention plan.
- Building elevations and landscape plan.
- Site plan.

Civil Engineering Site Design Services

DEMOLITION PLAN: Pacheco Koch will prepare a Demolition Plan for the proposed project. The scope of work defined by this plan shall be limited to site work only. Plans and/or specifications for demolition of buildings and structures shall be by others if required.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
- Limits of demolition or removal as appropriate.
- Identification of items to be protected and/or preserved during demolition.
- General notes related to the demolition activities.

DIMENSIONAL CONTROL PLAN: Based on an approved Site Plan provided by the Owner or Architect, Pacheco Koch will prepare a detailed site horizontal Dimensional Control Plan which will define drives, parking spaces, building location, and landscape areas in relation to existing and proposed property boundary lines. This item is meant to be a tool for the Contractor to lay out the site during construction and is not meant to be a "Site Plan" for City review/approval purpose. It is our understanding that either Pacheco Koch will provide sufficient surveying services to define the site boundaries, or the site boundary information will be provided by Owner.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.

Not included in this item:

- Survey to define site boundaries.

SITE PAVING PLAN: Pacheco Koch will prepare construction plans and details for site paving, sidewalks, fire lane and drive approaches. Paving section designs are to be based on recommendations included in a current Geotechnical Report to be provided by the Owner.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.

Not included in this item:

- Design of any off-site paving improvements, street extensions or widening.
- Design and detailing of other site improvements including, screening walls, light pole bases, transformer or generator pads, hardscape features, pavers, and site signage.
- The detailed layout of walks and hardscape area, including scoring patterns are not included. It is our understanding the design of these items will be shown on the Landscape and / or Architectural plans.

GRADING & DRAINAGE PLAN: Pacheco Koch will prepare a Grading & Drainage plan for the project. This plan will show existing grades, proposed contours and spot elevations as required, and existing and proposed finished floor elevations.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.
- Preparation of a site Drainage Area Map that will define stormwater discharges and proposed drainage patterns for the site.
- Design of on-site storm sewer, if required.

Not included in this item:

- Profiles for public and private systems.
- Design of stormwater detention facilities.
- Design of any off-site storm sewer or drainage improvements not described above.
- Design of any underfloor drainage systems or grading, and the design of French drain systems around the building perimeters.

WATER & SANITARY SEWER PLAN: Pacheco Koch will prepare plans for on-site water and sanitary sewer improvements including manholes, cleanouts, fire hydrants, meters, mains, and building services to serve the proposed development. These improvements will be designed from existing public mains located adjacent to the site to a point 5-feet outside the proposed building. The connection points will be coordinated with the MEP consultant or the Architect.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or Architect comments. Additional changes will be made on an hourly rate basis.

Not included in this item:

- Design of any off-site water or sanitary sewer improvements or extensions not described above.
- Profiles for public and private systems.

PROJECT COORDINATION: Pacheco Koch will be available to attend up to six (6) project meetings (including conference calls) and to coordinate with the Owner, members of the Design Team, City Staff, the Contractor, etc.

CONSTRUCTION SPECIFICATIONS: For all improvements designed by Pacheco Koch, standard specifications for construction accepted by the City (i.e. Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments) will be referenced on the drawings with appropriate supplemental information. If requested, Pacheco Koch can provide separate specifications in standard CSI format for an additional fee.

BID PHASE SERVICES: During the Bid Phase, Pacheco Koch will be available to provide coordination as required with prospective bidders.

CONSTRUCTION ADMINISTRATION: Pacheco Koch will be available to attend up to six (6) project coordination meetings (including conference calls) during construction. Meetings could include:

- Pre-Bid Conference
- Pre-Construction Conference
- Substantial Completion Walk-Through
- Final Completion Walk-Through.
- Visits to the construction-site to monitor progress of the construction and to check for general compliance with the construction documents.

This shall not be construed as performing continuous construction inspection. Pacheco Koch will also be available to review submittals from the Contractor that are required for this project and related to the civil site improvements. Those submittals could include Contractor's Application for Partial Payment and Final Payment, shop drawings, product data, mix design, etc. Submittals not required by the contract documents or not related to civil site improvements will not be reviewed.

Please note the following:

- Pacheco Koch shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Pacheco Koch have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Pacheco Koch neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- Pacheco Koch shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Pacheco Koch shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, Pacheco Koch's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Pacheco Koch has been informed in writing.

RECORD DRAWINGS: Based on project construction records, maintained and provided by the Contractor, Pacheco Koch will prepare final Record Drawings of the referenced project in conformance with City requirements. These drawings will rely solely on the information provided by the Contractor. Field verification of actual construction is *not* included in this item. In the event the Contractor claims no changes were made to the plans during construction, Contractor will provide a letter on their letterhead positively stating that all construction was done per the construction documents.

~~Surveying Special Services (If Requested)~~

~~EASEMENT DOCUMENTS: Based on a boundary survey of the site provided by the Client, Pacheco Koch will prepare separate instrument dedication documents for water, sanitary sewer, storm sewer, drainage and/or utility easements required as a part of development of the site.~~

~~*Included in this item:*~~

- ~~▪ Dedication statements, survey exhibits and metes and bounds descriptions for each easement.~~
- ~~▪ Coordination with City staff for review and approval of each easement.~~

~~*Not included in this item:*~~

- ~~▪ Coordination with property owners.~~
- ~~▪ Monumentation of easement corners.~~

~~Engineering Special Services (If Requested)~~

FRANCHISE UTILITY COORDINATION: Pacheco Koch will coordinate on-site franchise utility improvements to serve the proposed development. Franchise utilities include gas, power, and phone. These improvements will be shown from existing public facilities located adjacent to the site to a point 5-feet outside the proposed building. The connection points will be coordinated with the MEP consultant or the Architect.

Included in this item:

- Coordination meetings with Franchise Utility Companies and Owner, if required.
- One (1) revision to the plan to reflect site plan changes as a result of Franchise Utility Company or Owner comments. Additional changes will be made on an hourly rate basis.
- Request will-serve letters from Franchise Utility Companies on behalf of the Owner, if required.

Not included in this item:

- Design of any off-site utility improvements or extensions not describe above.
- Determination of power, gas and phone demands for the proposed development.
- Design and sizing of franchise utility improvements to serve the proposed development.
- Profiles of public or private systems.
- Duct bank design and profiles.

LANDSCAPE & IRRIGATION PLANS - LIMITED SERVICES: Pacheco Koch will provide a Landscape Architecture Design services that consists of minimum requirements to meet the applicable landscape ordinance. These services will be limited to the project area shown in Exhibit "A".

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- Up to one (1) team design meeting at the office of the architect, developer or owner to coordinate ground plane design elements.
- Schematic Design: One (1) schematic option submitted for client review and coordination showing minimum City requirements to meet the applicable landscape ordinance. An opinion of probable construction cost will be provided.
- City Landscape Plan Submittal: If required, Pacheco Koch will submit a Landscape Compliance Plan demonstrating code compliance for City review and approval.
- Construction Documents: Plans to include planting and irrigation with applicable details to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules.
- Coordination with the Civil Engineer to provide dedicated irrigation meter.
- One (1) site visit at the completion of construction for purposes of confirming that the plan appears to be installed per requirements if requested by the owner.

Not included in this item:

- Hardscape design, signage or water features.
- Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls.
- Renderings, graphics or applications required to pursue a variance or special exception to the ordinance.
- LEED pursuit.
- Green roofs or terraces over structure.
- Bidding and Construction Administration services such as submittal review, change order preparation, site visits with field reports, etc.
- ~~All these services can be provided upon request for an additional fee.~~

Based on our understanding of the scope of services, the following items are not included in this proposal:

1. Geotechnical investigation
2. Environmental investigation
3. Wetlands determination and permitting
4. Floodplain studies and permitting
5. Boundary surveying
6. Preliminary and final platting
7. Zoning change assistance
8. Traffic and parking studies
9. Retaining wall design
10. Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage.
11. Detailed layout of walks and hardscape areas, including scoring patterns.
12. Design of any underfloor drainage systems or grading.
13. Design of french drain systems around the building perimeters.
14. Site Lighting Plan
15. Signage Plan
16. Off-site roadway, drainage, and utility extensions/improvements
17. LEED pursuit
18. Construction staking
19. Application, review and filing fees
20. Waters of the United States Delineation
21. Protected Species Habitat Assessment

SCHEDULE

Pacheco Koch acknowledges the importance to Brinkley Sargent Wiginton Architects of the project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule. Brinkley Sargent Wiginton Architects understands, however, that Pacheco Koch's performance must be governed by sound professional practices. If, through no fault of Pacheco Koch, such periods of times or dates are changed, or the orderly and continuous progress of Pacheco Koch's services is impaired or Pacheco Koch's services are delayed or suspended, then the time for completion of Pacheco Koch's services, and the rates and amounts of Pacheco Koch's compensation, shall be adjusted equitably. If requested, Pacheco Koch would be pleased to develop a project schedule outlining each of the items included previously described in the Scope of Services.

COMPENSATION

Pacheco Koch proposes to provide the services described above on a Fixed Fee basis for a total fee, exclusive of direct reimbursable costs, as follows:

Surveying Services		
PARTIAL TOPOGRAPHIC SURVEY		\$ 6,500.00
	TOTAL	\$ 6,500.00
Planning Services		
PRELIMINARY & FINAL SITE PLAN		\$ 4,500.00
CONCEPTUAL CIVIL DEVELOPMENT PLANS		\$ 5,500.00
	TOTAL	\$ 10,000.00

Civil Engineering Site Design Services

SCHEMATIC DESIGN (25%)	\$ 21,250.00
DESIGN DEVELOPMENT (15%)	\$ 12,750.00
CONSTRUCTION DOCUMENTS (40%)	\$ 34,000.00
BID PHASE (5%)	\$ 4,250.00
CONSTRUCTION ADMINISTRATION (13%)	\$ 11,050.00
POST CONSTRUCTION (2%)	\$ 1,700.00

TOTAL \$ 85,000.00

~~**Surveying Special Services (If Requested)**~~

~~EASEMENT DOCUMENTS \$ 2,500.00* (each, plus tax)~~

~~**Engineering Special Services (If Requested)**~~

~~FRANCHISE UTILITY COORDINATION \$ 5,000.00~~
~~LANDSCAPE AND IRRIGATION PLANS - LIMITED SERVICES \$ 12,000.00~~

*Please note that boundary surveying and related services are subject to state and local sales tax. Sales tax is not included in the fees above. It is our understanding that the work described in this proposal will be performed under a subcontract to a Prime Agreement between Brinkley Sargent Wiginton Architects and Collin County, a tax-exempt entity. If Brinkley Sargent Wiginton Architects provides Pacheco Koch with a "Texas Sales and Use Tax Exemption Certificate" or a "Texas Sales and Use Tax Resale Certificate" prior to Pacheco Koch beginning work, then sales tax will not be charged when these services are invoiced.

Please note that the fees above are based on the assumption that Pacheco Koch will perform the above services all together for this project. In the event any item is deleted from the scope of work, Pacheco Koch reserves the right to adjust the fees for other items as appropriate.

SUMMARY

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by Pacheco Koch Consulting Engineers, Inc. on the project described above. This proposal is offered for a period of thirty (30) days after which, if said proposal has not been executed, said proposal should no longer be valid.

Pacheco Koch Consulting Engineers, Inc. is pleased to have this opportunity to submit this proposal and looks forward to working with you on this project. If the proposal and accompanying agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. Upon receipt of notice to proceed, either in writing or verbally, it will be assumed said agreement is accepted by all parties and services will be provided accordingly. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



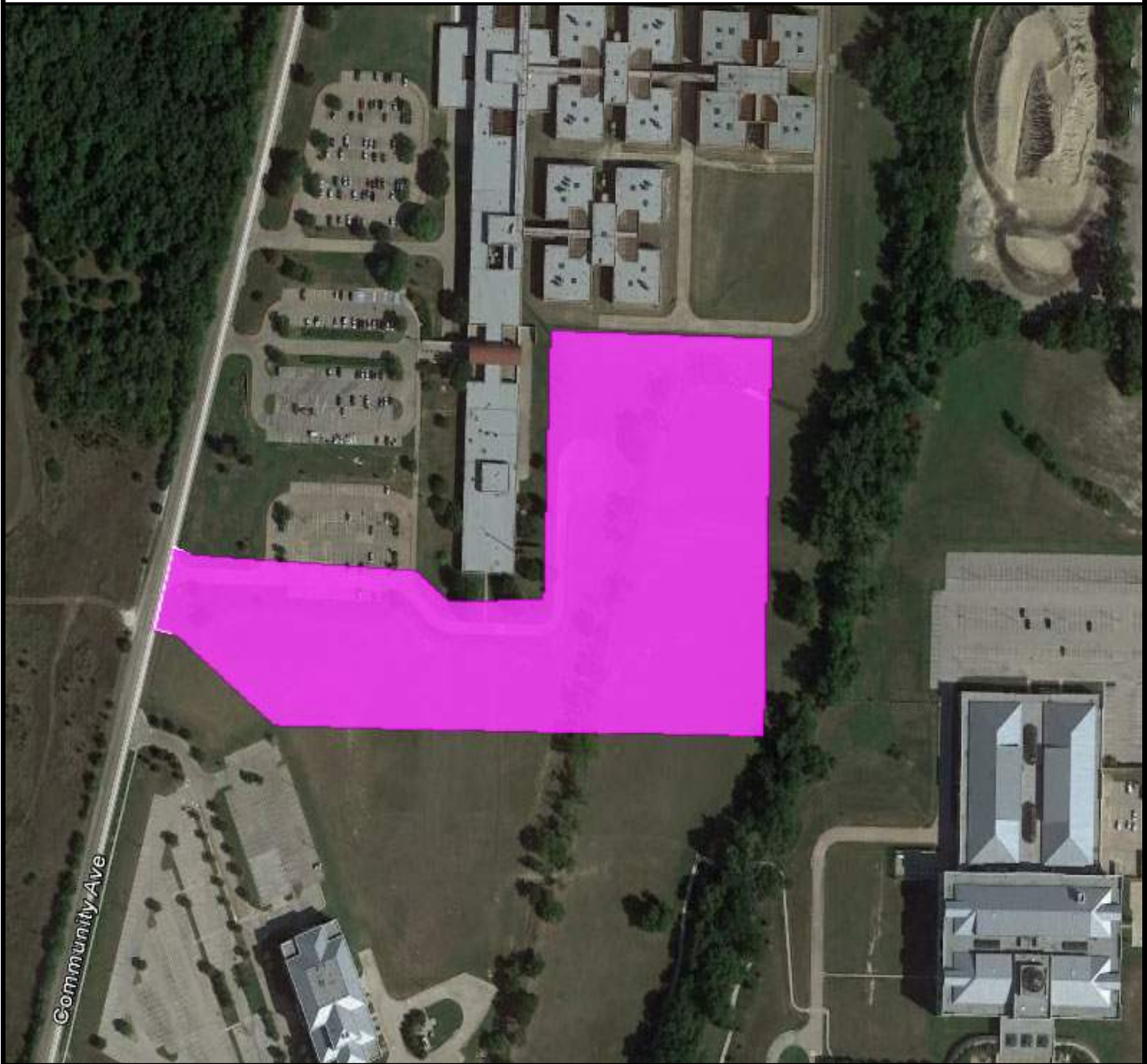
A. Greg Gerbig, P.E.

EXHIBIT "A"

Collin County Detention Facility
McKinney, Texas



118 N. OHIO STREET
CELINA, TEXAS 75009-9999
PHONE: (214) 451-2765



LEGEND

 PROJECT SITE



DATUM
NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE FIPS 4202



SCHEDULE OF STANDARD HOURLY BILLING RATES
(Our hourly rates are subject to change at any time.)

ENGINEERING

Principal.....	\$245.00/Hr.
Associate Principal	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager.....	\$170.00/Hr.
Senior Project Coordinator.....	\$170.00/Hr.
Project Manager.....	\$125.00/Hr.
Project Coordinator	\$125.00/Hr.
Project Engineer.....	\$100.00/Hr.
Senior Technician	\$115.00/Hr.
Technician	\$85.00/Hr.
Drafter.....	\$80.00/Hr.
Research Manager	\$100.00/Hr.
Research Coordinator	\$65.00/Hr.
Research Assistant	\$55.00/Hr.
Executive Assistant	\$100.00/Hr.
Senior Administrative Assistant.....	\$90.00/Hr.
Administrative Assistant	\$75.00/Hr.
Expert Witness Testimony	\$350.00/Hr.

LANDSCAPE ARCHITECTURE

Principal.....	\$245.00/Hr.
Associate Principal	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager.....	\$160.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Landscape Architect	\$100.00/Hr.
Landscape Task Lead	\$95.00/Hr.
Technician	\$85.00/Hr.
Landscape Designer	\$80.00/Hr.
Drafter.....	\$80.00/Hr.
Executive Assistant	\$100.00/Hr.
Senior Administrative Assistant.....	\$90.00/Hr.
Administrative Assistant	\$75.00/Hr.
Expert Witness Testimony	\$350.00/Hr.

SURVEYING

Principal.....	\$245.00/Hr.
Associate Principal	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager.....	\$165.00/Hr.
Senior Project Coordinator.....	\$165.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator	\$120.00/Hr.
Project Surveyor	\$100.00/Hr.
Survey Intern	\$95.00/Hr.
Senior Technician	\$95.00/Hr.
Technician	\$85.00/Hr.
Drafter.....	\$80.00/Hr.
Research Manager	\$100.00/Hr.
Research Coordinator	\$65.00/Hr.
Research Assistant	\$55.00/Hr.
Executive Assistant	\$100.00/Hr.
Senior Administrative Assistant.....	\$90.00/Hr.
Administrative Assistant	\$75.00/Hr.
Expert Witness Testimony	\$350.00/Hr.
Survey Field Crew (1-person)	\$100.00/Hr.
Survey Field Crew (2-person)	\$150.00/Hr.
Survey Field Crew (3-person)	\$210.00/Hr.
Survey Field Crew (4-person)	\$270.00/Hr.
Survey Scanner Crew (1-person)...	\$180.00/Hr.
Survey Scanner Crew (2-person)...	\$225.00/Hr.
Survey Scanner Crew (3-person)...	\$310.00/Hr.



STANDARD BILLING RATES FOR IN HOUSE REIMBURSABLE CHARGES

(Rates are subject to change at any time.)

Reproduction:

Black Line Bond Prints	\$ 0.50/sf
Black Line Mylar Prints	\$ 2.00/sf
Color Bond Plots	\$ 3.00/sf
Color Prints (8 1/2" x 11")	\$ 1.00/ea
Photocopies (8 1/2" x 11")	\$ 0.10/ea

Monumentation (Materials Only):

3" Aluminum Disks	\$25.00/ea
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Mounting:

Foam-core (3/16")	\$4.00/sf
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Binding Services:

Punch & Bind.....	\$2.00/ea
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Storage Media:

CD/Flash Drive	\$ 8.00/ea
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Travel Expenses:

Per Diem (Lodging/Meals)	\$ 125.00/Day/Person
Mileage	Current IRS Rate per mile

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Collin County Detention Facility
McKinney, Collin County, Texas
PK No: 2477-0100

This Agreement is made between Pacheco Koch Consulting Engineers, Inc., a Texas corporation, (hereinafter referred to as "PKCE") whose mailing address is 118 N. Ohio Street, Celina, Texas 75009-9999, and Brinkley Sargent Wiginton Architects, (hereinafter referred to as "CLIENT"), whose mailing address is 5000 Quorum, Suite 600, Dallas, Texas 75254, and is subject to the following terms and conditions to which the parties mutually agree:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1 In consideration of the mutual covenants contained herein, PKCE shall perform the services identified in letter of proposal dated April 17, 2020, which is made a part hereof, in accordance with the terms of this Agreement.
- 1.2 PKCE will commence the services upon receipt of an executed copy of this Agreement signed by an authorized representative of the CLIENT and by an authorized representative of PKCE.
- 1.3 PKCE shall not be responsible for a CLIENT's directive or substitution made without PKCE's agreement and which agreement shall not be unreasonably withheld.

ARTICLE 2 - AMENDMENTS

- 2.1 CLIENT, without invalidating this Agreement, may request changes within the general scope of the Service required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement. Upon receiving the CLIENT's request, PKCE shall return to CLIENT a written change proposal setting forth an adjustment to the services and cost estimated by PKCE to represent the value of the requested changes. Following CLIENT's review of PKCE's change proposal, CLIENT shall execute said written proposal authorizing PKCE to perform the changes in the Services.

ARTICLE 3 - PROJECT COSTS AND PAYMENT

- 3.1 PKCE shall be compensated, in U.S. Dollars, in accordance with the afore referenced letter of proposal and any subsequent executed amendments to said proposal.
- 3.2 Unless otherwise noted, direct costs such as application fees, review fees, blueprinting, reproductions, delivery fees, etc. are not included in the fees above and will be charged at cost.
- 3.3 State and local sales tax shall also be considered a direct cost when applicable and will be charged at cost. Please note that professional boundary surveying services are subject to state sales tax.
- 3.4 PKCE will submit an invoice to CLIENT at the end of each month, based on the estimated percentage of completion of the services as stipulated in the proposal, unless otherwise specified by the CLIENT in writing and agreed upon by PKCE.
- 3.5 Payment shall be made by CLIENT within 30 days after receipt of payment by city.
- 3.6 PKCE shall be compensated by CLIENT for services rendered regardless of whether or not any impending sale of the subject property is finalized.
- 3.7 CLIENT shall provide written notification to PKCE within 15 days of receipt of the invoice should CLIENT object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by CLIENT within 30 days of receipt of said invoice.
- 3.8 If legal action is necessary to enforce payment provisions of this Agreement, PKCE shall be entitled to collect from CLIENT any judgment or settlement sums due, reasonable attorneys' fees, court costs.
- 3.8.1 A finance charge (at prevailing rates) will be paid by CLIENT for all non-disputed invoices after 30 days charged at prevailing rates.
- 3.9 If CLIENT for any reason fails to pay the undisputed portion of any invoice within 30 days of presentation, PKCE has the right to cease work on the project. In the event the project is restarted, CLIENT shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

ARTICLE 4 - DELAYS AND TERMINATION

- 4.1 CLIENT or PKCE may terminate this Agreement upon forty-eight (48) hours written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the terminating party. A complete settlement of all claims upon such termination of this Agreement shall be made as follows: In the event of any termination PKCE will be entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, CLIENT shall have the limited right to the use of Documents, at CLIENT's sole risk, subject to the provisions here within. In the event the services cannot be performed on or before the projected due date because of circumstances beyond the control of PKCE, including, but not limited to strike, fire, riot, excessive precipitation, act of God, governmental action, third party action or action of omission by CLIENT, the services shall be amended by CLIENT and PKCE in accordance with Article 2 of this Agreement.
- 4.2 If the CLIENT suspends the Project, PKCE shall be compensated for services performed prior to notice of such suspension. PKCE's fees for the remaining services and the time schedules shall be equitably adjusted.
- 4.3 If the CLIENT suspends the Project for more than 90 cumulative days for reasons other than the fault of PKCE, PKCE may terminate this Agreement by giving not less than seven (7) days' written notice.
- 4.4 CLIENT's failure to make payment to PKCE in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by PKCE.

ARTICLE 5 - RIGHT OF ENTRY

- 5.1 CLIENT shall provide for PKCE's right to enter from time to time, property owned by CLIENT and/or others in order for PKCE to fulfill the scope of services included hereunder.

ARTICLE 6 - INFORMATION PROVIDED BY OTHERS

- 6.1 PKCE shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to PKCE such information as is available to CLIENT. CLIENT recognizes that it is impossible for PKCE to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. CLIENT shall be responsible for, and PKCE may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to PKCE pursuant to this Agreement. PKCE may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. Accordingly, CLIENT waives any claim against PKCE, and agrees to defend, indemnify and hold PKCE harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to PKCE by CLIENT.
- 6.2 Subject to the standard of care set forth here within, PKCE and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

ARTICLE 7 - CONSTRUCTION ACTIVITIES

- 7.1 CLIENT agrees that the General Contractor is solely responsible for job site safety and for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination all construction activities and warrants that this intent shall be made evident in CLIENT's agreement with the General Contractor.
- 7.2 Unless otherwise required in this Agreement, PKCE shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 8 - CONFIDENTIALITY

- 8.1 PKCE shall maintain as confidential, and not disclose to others without CLIENT's prior written consent, all information obtained from CLIENT, not otherwise previously known to PKCE in the public domain. The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of PKCE, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction. PKCE will notify CLIENT in writing immediately if information is requested under item (iii) above. PKCE shall keep such information strictly confidential and shall not disclose it to any other person except to (i) its employees, (ii) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (iii) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 9 - OWNERSHIP OF INSTRUMENT OF SERVICE

- 9.1 All reports, plans, specifications, field data, field notes, calculations, estimates and other documents prepared by PKCE, as instruments of service shall remain the property of PKCE. PKCE shall retain these records for a period of five (5) years following completion of services, during which period they will be made available to CLIENT at all reasonable times.

ARTICLE 10 - JURISDICTION

- 10.1 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, we are required to inform you that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Engineers and Land Surveyors, 1917 South IH-35, Austin, Texas 78741, (512) 440-7723. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPELS No. 10008000.
- 10.2 This Agreement is to be governed by the laws of the State of Texas.

ARTICLE 11 - INDEMNITY

- 11.1 PKCE shall indemnify and hold harmless CLIENT from and against lawsuits, claims, liabilities, causes of action, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, reasonable attorney's fees and expenses, by whomever asserted, including, but not limited to, any government agency or branch or any third party to the extent the same are caused by (i) a breach by PKCE of any term or provision of this Agreement, (ii) violation by PKCE of federal, state or local statute, rule, regulation or ordinance in the negligent performance of the Services, or (iii) negligent errors or omissions of PKCE or its employees, agents, or subcontractors in the performance of the Services.
- 11.2 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless PKCE and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs), by whomever asserted, including, but not limited to, any government entity, agency or branch, any third party, an employee, contractor employed or retained by PKCE, any third party or employee employed or retained by PKCE, to the extent that such claim, property damage, injury or death was caused by (i) the negligence or willful misconduct of CLIENT or agent of CLIENT, (ii) violation of federal, state, or local statute, rule, regulation or ordinance by CLIENT or agent of CLIENT, (iii) CLIENT's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at the site, or (iv) incomplete or inaccurate information provided by CLIENT to PKCE provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

ARTICLE 12 – FIDUCIARY RESPONSIBILITY

12.1 CLIENT confirms that neither PKCE nor any of PKCE's subconsultants or subcontractors has offered any fiduciary service to the CLIENT and no fiduciary responsibility shall be owed to the CLIENT by PKCE or any of PKCE's subconsultants or subcontractors, as a consequence of PKCE's entering into this Agreement with the CLIENT.

ARTICLE 13 - INSURANCE

13.1 PKCE represents that it now carries and will continue during the terms of this Agreement to carry Workers Compensation, Comprehensive General Liability and Comprehensive Automobile Liability insurance required by the laws of the State of Texas. A current PKCE Insurance Certificate will be provided to the CLIENT, if requested.

ARTICLE 14 - ASSIGNMENT

14.1 Unless otherwise noted, neither PKCE nor CLIENT shall assign this Agreement in whole or in part without the prior written consent of both parties. PKCE shall not subcontract any portion of the work to be performed hereunder, except that PKCE may use the services of persons and entities not in the employ of PKCE when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. PKCE's use of others for additional services shall not be unreasonably restricted by CLIENT provided PKCE notifies CLIENT in advance.
14.2 PKCE may, at their discretion, assign this contract to a subsidiary of PKCE. PKCE shall notify CLIENT of their assignment at such time it takes place.

ARTICLE 15 - NOTICES

15.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered or certified mail or by a commercial courier service to the business address identified at the end of the Agreement. All notices shall be effective upon the date of receipt.

ARTICLE 16 – STANDARD OF CARE

16.1 The standard of care for all professional engineering and related services performed or furnished by PKCE 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. PKCE makes no warranties, express or implied, under this Agreement or otherwise, in connection with PKCE's services.

ARTICLE 17 – OTHER PROVISIONS

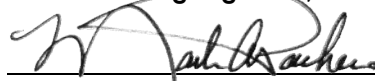
17.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between PKCE and CLIENT. This Agreement replaces and supersedes all prior discussions and agreements between the CLIENT and PKCE with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both CLIENT and PKCE.
17.2 Any signature of or pursuant to this Agreement, shall be considered for all purposes an original signature and of the same legal effect as an original, provided that at the request of a party any signature sent by facsimile or email shall be subsequently confirmed by an original re-execution.
17.3 All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
17.4 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and PKCE, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
17.5 CLIENT shall not rely in any way on any Document unless it is issued in final form, signed or sealed by PKCE or one of its Consultants.
17.6 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
17.7 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

By executing this agreement, PKCE and CLIENT indicate their acceptance and agreement with its terms.

Brinkley Sargent Wiginton Architects

By: _____
Name: _____
Title: _____
Date: _____

Pacheco Koch Consulting Engineers, Inc.

By:  _____
Name: Mark A. Pacheco, P.E., R.P.L.S.
Title: President
Date: April 17, 2020