

# ARCHITECTURAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as “County”, and PGAL, Inc., a Texas corporation, hereinafter referred to as “Architect”, to be effective from and after the date as provided herein.

## WITNESSETH:

**WHEREAS**, the County desires to engage the services of the Architect to design (1) a three story County Healthcare Facility of approximately 90,000 square feet of which half will be utilized and half will be shell space, with a 500 space parking garage and (2) a 20,000 square foot Medical Examiner Facility; and

**WHEREAS**, the Architect desires to render such Architectural services for the County upon the terms and conditions provided herein.

## NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

### I. Retention of the Architect

The County hereby agrees to retain the Architect to perform professional Architectural services in connection with the Project; Architect agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

### II. Scope of Services

2.1 Before commencing work on any project the Architect shall submit his proposed fee in writing. Should the fee not be acceptable, Collin County will have the right to contact the next most qualified Architectural firm per RFQ 2022-207 and attempt to negotiate a fair and reasonable price per section 2254.004 of the Texas Government Code. Work for each phase shall be preceded by a Notice to Proceed issued by County. The parties understand and agree that deviations or modifications in the form of written change orders may be authorized from time to time by the County.

2.2 The Architect will serve as the County’s professional Architectural representative under this Agreement, providing professional Architectural, consultation, advice and furnishing customary services incidental thereto. The Architect agrees to cooperate and coordinate with other design professionals, the County and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

2.3 The Architect shall advise the County with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and Architectural work to be performed hereunder. The Architect shall also advise the County concerning the results of same. Such survey, test, and investigations shall be furnished to the County.

2.4 The presence or duties of the Architect's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Architect or its personnel in any way responsible for those duties that belong to County's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The Architect and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

2.5 The Architect will make periodic recommendations for periodic construction progress payments to the construction contractor. Recommendations by the Architect to the County for periodic construction progress payments to the construction contractor will be based on the Architect's knowledge, information, and belief, from sampling and observation, that the work has progressed to the point indicated. Such recommendations do not represent that there are not other matters at issue between the County and the construction contractor that affect the amount that should be paid.

2.6 The Architect agrees to provide a complete and coordinated set of drawings and specifications for the construction of the Project, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. Construction drawings, specifications, and other construction documents prepared by the Architect or its consultants and submitted to the County for approval or contractors for bidding or negotiation purposes shall be complete and capable of construction "as is". While the utility of communications between design professionals and construction contractors for the purpose of clarifying design intent is recognized, the Project should be capable of construction without the necessity of formal revisions or contract modifications to provide missing design information after construction contracts are awarded. Said documents shall comply with all applicable codes, ordinances, statutes, and regulations governing the design of the Project.

2.7 The Architect shall assist the County in the preparation and filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

### **III. Schedule of Services**

3.1 The Architect agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion. Architect shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Architect shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

3.2 In the event that the Architect is delayed in the progress of the work on the Project by an act or neglect of the County, County's employees, separate contractors employed by the County, by changes ordered in the Project, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Architect's control, delay authorized by the County pending arbitration, or by other causes which the County and Architect agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. The County shall have the right at any time to delay or suspend the work or any part thereof for any reasonable time, and if this happens, the Architect's sole remedy for any delays or suspension shall be an extension of time. The County shall not be independently liable to

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the Architect for any delay or interference caused by circumstances beyond the County's control or any delay caused by any other person or entity.

#### **IV. Compensation and Method of Payment**

The negotiated fee will be based on the hourly rates in Exhibit "A". The parties agree that the Architect shall be compensated for all services provided pursuant to this Agreement. Architect further agrees that it will prepare and present monthly progress reports and itemized statements for each project assigned. Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251. Architect further agrees to the following terms prior to payment being due by County:

##### **A. Invoice and Payment**

- (1) The Architect shall provide the County sufficient documentation to reasonably substantiate the invoices.
- (2) The Architect will issue monthly invoices for all work performed under the Agreement.
- (3) In the event of disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The County will exercise reasonableness in contesting any portion thereof. NO interest will accrue on any contested portion of the billing until mutually resolved.
- (4) In the event of any conflict between Paragraph IV and Chapter 2251 of the Texas Government Code, The Texas Government Code shall prevail.

#### **V. Information to be provided by the County**

5.1 The County agrees to furnish to Architect, prior to the Architect's commencement of its services, all that information set forth and described on Exhibit "B", which is attached hereto and thereby made a part of this Agreement.

5.2 The County will make its facilities accessible to the Architect as required for the Architect's performance of its services. The Architect represents that it understands the scope of this Agreement and has reviewed and inspected the Project sites, and can fully perform its obligations pursuant to this Agreement. Any failure of the Architect to acquaint itself with the available information will not relieve the Architect from its responsibilities pursuant to this Agreement.

5.3 The County shall disclose, to the extent known to the County, the results of prior tests, inspections or investigations conducted for the Project upon request by the Architect.

#### **VI. Progress Meetings**

In addition to providing the monthly progress reports as required under Paragraph IV herein above, Architect agrees to attend all regularly scheduled meetings with Collin County staff and other meetings as may be required, related to the "Project" and scheduled by County. Architect shall, at such meetings, outline work accomplished and special problems or delays encountered in connection with the Project during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period. The Architect agrees to cooperate and coordinate with other design professionals, the County and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

#### **VII. Insurance**

Architect agrees to meet all insurance requirements as set forth on Exhibit "D" which is attached hereto and thereby made a part of this Agreement.

### **VIII. Indemnity**

8.1 The Architect agrees to the fullest extent permitted by law, to indemnify and hold harmless the County and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, arising out of or occasioned by Architect's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of the Architect, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Architect is legally liable.

8.2 In claims against any person or entity indemnified under this Section 8.1 by an employee of the Architect, anyone directly or indirectly employed by the Architect or anyone for whose acts the Architect may be liable, the indemnification obligation under this Section 8.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Architect under workers' compensation acts, disability benefit acts or other employee benefit acts.

8.3 The Architect must be in compliance with the provisions of Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code. The Architect shall perform services (1) with professional skill and care ordinarily provided by competent Architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Architect.

### **IX. Independent Contractor**

In the performance of services hereunder, the Architect shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

### **X. Assignment and Subletting**

The Architect agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Architect further agrees that the assignment or subletting of any portion or feature of the services required in the performance of this Agreement shall not relieve the Architect from its full obligations to the County as provided by this Agreement.

### **XI. Audits and Records/Prohibited Interest**

11.1 The Architect agrees that at any time during normal business hours, and as often as County may deem necessary, Architect shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

11.2 The Architect agrees that it is aware of the conflict of interest requirements of the state law which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Architect shall execute the Affidavit shown in Exhibit "E". Architect understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the agreement voidable.

11.3 The Architect acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed Project and business relationships with persons or entities with interest in abutting properties.

## **XII. Contract Termination**

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Architect. In the event of such termination without cause, Architect shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Architect shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

## **XIII. Cost Estimates**

The parties recognize and agree that any and all Architect's estimates of probable construction costs (estimates) prepared by Architect in connection with the Project represent the best judgment of Architect as a design professional familiar with the construction industry, but that the Architect has no control over costs or the price of labor, equipment or materials or over the Contractor's methods of pricing and does not guarantee that any bids solicited or received in connection with the Project will not vary from estimates prepared by Architect.

## **XIV. Ownership of Documents**

Original drawings and specifications (Instruments of Service) created by Architect are the property of the Architect; however, the Project is the property of the County, and Architect may not use the drawings and specifications for any purpose not relating to the Project without County's consent. County shall be furnished with such reproductions of drawings and specifications as County may reasonably require. Upon completion of the services or any earlier termination of this Agreement under Article XII, and payment in full of all monies due Architect, Architect will revise drawings to reflect significant changes made during construction as per the marked-up prints, drawings, and other data furnished to the Architect by or through the County or Contractor. Architect will promptly furnish the County with one (1) complete set of reproducible record prints. All such reproductions shall be the property of the County who may use them without the Architect's permission for any proper purpose relating to the Project, including but not limited to, maintenance of the Project, additions to the Project, or completion of the Project. The aforementioned revisions will be based upon information supplied by the County's construction contractor and will be assumed by Architect to be complete and accurate. As such, Architect shall not be responsible for errors or omissions resulting therefrom. Prints shall be furnished, as

an additional service, at any other time requested by County. The County may use such drawings in any manner it desires; provided, however, that the Architect shall not be liable for the use of such drawings for any project other than the Project described herein.

#### **XV. Complete Contract**

15.1 This Agreement, including the exhibits hereto numbered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and the Architect.

15.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Architect by law with respect to the Architect's duties, obligations, and performance hereunder. The Architect's liability hereunder shall survive the County's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. The Architect acknowledges that the County is relying upon the Architect's skill and experience in performing the services pursuant to this Agreement.

#### **XVI. Mailing of Notices**

Unless instructed otherwise in writing, Architect agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Contractual Issues:

Collin County Purchasing  
2300 Bloomdale Rd., Ste. 3160  
McKinney, TX 75071

Collin County Administrator  
Bill Bilyeu  
2300 Bloomdale #4192  
McKinney, Texas 75071

Technical Issues:

Construction and Projects  
Bill Burke  
4600 Community Ave.  
McKinney, TX 75069

County agrees that all notices or communications to Architect permitted or required under this Agreement shall be addressed to Architect at the following address:

Tim Konganda  
PGAL, Inc.  
14135 Midway Rd.  
Addison, TX 75001

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

## **XVII. Miscellaneous**

### **A. Paragraph Headings**

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

### **B. Interpret Contract Fairly**

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

### **C. Venue/Governing Law**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

### **D. Parties Bound**

County and Architect, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

### **E. Severability**

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

### **F. Effective Date**

This Agreement shall be effective from and after execution by both parties hereto.

### **G. Term of Agreement**

The term of this Agreement shall conform to the schedule as stipulated in Exhibit "C" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Architect.

### **H. Observe and Comply**

Architect shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Architect agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

### **I. Expenses for Enforcement**

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

## **J. Force Majeure**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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ACKNOWLEDGMENT

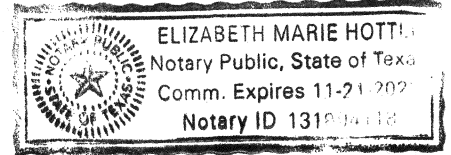
STATE OF TEXAS }  
 }  
COUNTY OF Dallas }

BEFORE ME, Elizabeth Hotte on this day personally appeared Tim Konganda, of PGAL, a Texas Corporation, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of August, 2022.

Elizabeth Hotte  
Notary Public, State of Texas

Elizabeth Hotte  
Printed Name



My Commission expires on the 21 day of November, 2022.

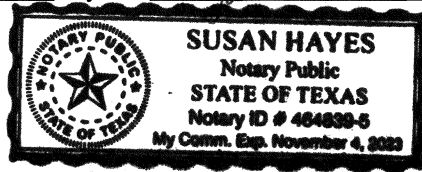
STATE OF TEXAS }  
 }  
COUNTY OF COLLIN }

BEFORE ME, Susan Hayes on this day personally appeared Michelle Charnoski, NIGP-CPP, CPPB, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of August, 2022.

Susan Hayes  
Notary Public, State of Texas

Susan Hayes  
Printed Name



My Commission expires on the 4th day of November, 2023.

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: 8/26/22

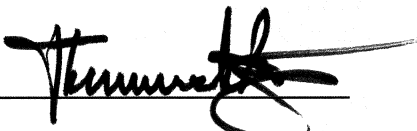
COLLIN COUNTY, TEXAS

By: 

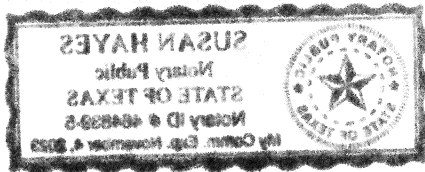
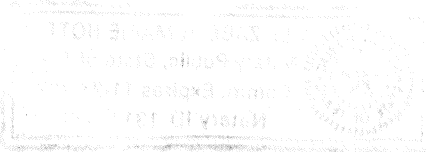
Michelle Charnoski, NIGP-CPP, CPPB  
Purchasing Agent  
Court Order No. 2022-733-08-15

Date: August 22, 2022

PGAL, Inc.

By: Tim Konganda 

Title: Principal



**EXHIBIT "A"**

**SCOPE OF SERVICES AND FEE SCHEDULE**

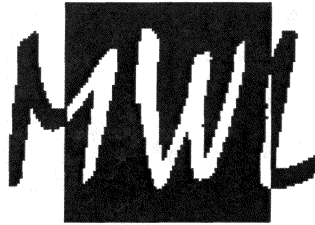
Invoices will be transmitted to the County on a monthly basis based on a percentage of work completed at that time. The Scope of Services and Fee Schedule for Services are shown on the next pages.

**PGAL, INC.  
HOURLY RATE SCHEDULE**

<b>DISCIPLINE</b>	<b>RATE</b>
DIRECTOR	\$290.00
PRINCIPAL	\$250.00
PROJECT MANAGER VI	\$245.00
PROJECT MANAGER V	\$225.00
PROJECT MANAGER IV	\$215.00
PROJECT MANAGER III	\$205.00
PROJECT MANAGER II	\$190.00
PROJECT MANAGER I	\$185.00
SENIOR ARCHITECT VI/ DESIGNER VI/ INTERIOR DESIGNER VI/ ENGINEER VI	\$245.00
SENIOR ARCHITECT V/ DESIGNER V/ INTERIOR DESIGNER V/ ENGINEER V	\$225.00
SENIOR ARCHITECT IV/ DESIGNER IV/ INTERIOR DESIGNER IV/ ENGINEER IV	\$210.00
SENIOR ARCHITECT III/ DESIGNER III/ INTERIOR DESIGNER III/ ENGINEER III	\$200.00
SENIOR ARCHITECT II/ DESIGNER II/ INTERIOR DESIGNER II/ ENGINEER II	\$175.00
SENIOR ARCHITECT I/ DESIGNER I/ INTERIOR DESIGNER I/ ENGINEER I	\$165.00
ARCHITECT IV/ DESIGNER IV/ INTERIOR DESIGNER IV/ ENGINEER IV	\$150.00
ARCHITECT III/ DESIGNER III/ INTERIOR DESIGNER III/ ENGINEER III	\$135.00
ARCHITECT II/ DESIGNER II/ INTERIOR DESIGNER II/ ENGINEER II	\$110.00
ARCHITECT I/ DESIGNER I/ INTERIOR DESIGNER I/ ENGINEER I	\$90.00
BIM MANAGER IV	\$165.00
BIM MANAGER III	\$150.00
BIM MANAGER II	\$130.00
BIM MANAGER I	\$110.00
ENGINEER IN TRAINING III	\$135.00
ENGINEER IN TRAINING II	\$115.00
ENGINEER IN TRAINING I	\$105.00
CONSTRUCTION ADMINISTRATOR IV	\$240.00
CONSTRUCTION ADMINISTRATOR III	\$225.00
CONSTRUCTION ADMINISTRATOR II	\$200.00
CONSTRUCTION ADMINISTRATOR I	\$190.00
CONSTRUCTION INSPECTOR	\$170.00
PROJECT ADMINISTRATOR IV	\$140.00
PROJECT ADMINISTRATOR III	\$130.00
PROJECT ADMINISTRATOR II	\$110.00
PROJECT ADMINISTRATOR I	\$90.00
ADMINISTRATOR III	\$80.00
ADMINISTRATOR II	\$70.00
ADMINISTRATOR I	\$60.00

RATES INCLUDE ALL MARKUPS FOR OVERHEAD/ BURDEN/ FEES/ ETC./ AND WILL REMAIN IN EFFECT UNTIL DECEMBER 2022.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as [architects/landscape architects/registered interior designers] in Texas." Also required is the Board's mailing address and phone number, which are: 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701 and 512-305-9000.



**HOURLY CHARGE RATE SCHEDULE  
2022**

**OFFICE COMPENSATION RATES  
EFFECTIVE JANUARY 1, 2022**

**INTRODUCTION**

The following personnel rate categories and reimbursable charges are made a part of the agreement for A/E services. Billable hourly rates will be based on the classification of personnel assigned to the project. McClaren, Wilson, & Lawrie, Inc. may adjust the rates set forth in this agreement at the beginning of each calendar year.

**PERSONNEL CLASSIFICATION**

**\*HOURLY RATES**

Senior Principals	\$235.00 per hour
Principals	\$225.00 per hour
Senior Architect/Lab Planner	\$180.00 per hour
Architects/Lab Planners	\$125.00 per hour
Technical Staff	\$105.00 per hour
Office Assistant	\$88.00 per hour
Sub consultants	Cost plus 10%

**REIMBURSABLE EXPENSES**

(Including travel related expenses, postage, courier, photocopy, fax, telephone, and misc.)

Direct cost plus 10%

**TERMS**

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within thirty (30) days of the invoice date. Interest will be added to accounts in arrears at the rate of four percent (4%) of the declining balance for each month of delinquency, not to exceed an annual percentage rate of twelve percent (12%).

*McClaren, Wilson, & Lawrie, Inc.*

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

**ENGINEERING**

Principal.....	\$260.00/Hr.
Associate Principal.....	\$235.00/Hr.
Director.....	\$235.00/Hr.
Senior Project Manager .....	\$200.00/Hr.
Senior Project Coordinator .....	\$200.00/Hr.
Project Manager.....	\$175.00/Hr.
Project Coordinator.....	\$175.00/Hr.
Project Engineer.....	\$130.00/Hr.
Senior Technician.....	\$145.00/Hr.
Technician .....	\$110.00/Hr.
Drafter .....	\$100.00/Hr.
Research Manager.....	\$150.00/Hr.
Research Coordinator.....	\$90.00/Hr.
Research Assistant .....	\$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.

**LANDSCAPE ARCHITECTURE**

Principal.....	\$260.00/Hr.
Associate Principal.....	\$235.00/Hr.
Director.....	\$235.00/Hr.
Senior Project Manager .....	\$200.00/Hr.
Project Manager.....	\$175.00/Hr.
Project Landscape Architect .....	\$135.00/Hr.
Landscape Task Lead .....	\$130.00/Hr.
Technician .....	\$110.00/Hr.
Landscape Designer .....	\$120.00/Hr.
Drafter .....	\$100.00/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 .....	\$260.00/Hr.
Associate Principal .....	\$235.00/Hr.
Director .....	\$235.00/Hr.
Senior Project Manager .....	\$200.00/Hr.
Senior Project Coordinator .....	\$200.00/Hr.
Project Manager.....	\$175.00/Hr.
Project Coordinator.....	\$175.00/Hr.
Project Surveyor .....	\$140.00/Hr.
Survey Intern .....	\$130.00/Hr.
Senior Technician.....	\$125.00/Hr.
Technician .....	\$110.00/Hr.
Drafter .....	\$100.00/Hr.
Research Manager.....	\$150.00/Hr.
Research Coordinator.....	\$90.00/Hr.
Research Assistant .....	\$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.
Survey Field Crew (1-person) .....	\$100.00/Hr.
Survey Field Crew (2-person) .....	\$160.00/Hr.
Survey Field Crew (3-person) .....	\$225.00/Hr.
Survey Field Crew (4-person) .....	\$285.00/Hr.
Survey Scanner Crew (1-person) ..	\$190.00/Hr.
Survey Scanner Crew (2-person) ..	\$240.00/Hr.
Survey Scanner Crew (3-person) ..	\$325.00/Hr.

# Attachment B

Teague Nall and Perkins, Inc.

2022 Standard Hourly Rates (vers 040422)

Effective January 1, 2022 to December 31, 2022

<b>Engineering/Landscape Architecture/ROW</b>	<b>Hourly Billing Rate</b>
Principal or Director	270.00
Team Leader	260.00
Senior Project Manager	250.00
Project Manager	200.00
Senior Engineer	260.00
Project Engineer	170.00
Engineer III/IV	140.00
Engineer I/II	130.00
Senior Landscape Architect/Planner	200.00
Landscape Architect / Planner	180.00
Landscape Designer	125.00
Senior Designer	165.00
Designer	150.00
Senior CAD Technician	135.00
CAD Technician	120.00
IT Technician	180.00
Clerical	85.00
ROW Manager	220.00
Senior ROW Agent	175.00
ROW Agent	135.00
Relocation Agent	170.00
ROW Admin	90.00
Intern	80.00

<b>Surveying</b>	<b>Hourly Billing Rate</b>
Survey Manager	245.00
Registered Professional Land Surveyor (RPLS)	210.00
Field Coordinator	145.00
S.I.T. or Senior Survey Technician	145.00
Survey Technician	120.00
1-Person Field Crew w/Equipment**	155.00
2-Person Field Crew w/Equipment**	185.00
3-Person Field Crew w/Equipment**	210.00
4-Person Field Crew w/Equipment**	230.00
Flagger	55.00
Abstractor (Property Deed Research)	95.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	420.00
Terrestrial Scanning Equipment & Crew	265.00

<b>Utility Management, Utility Coordination, and SUE</b>	<b>Hourly Billing Rate</b>
Senior Utility Coordinator	175.00
Utility Coordinator	160.00

Sr. Utility Location Specialist	165.00
SUE Project Manager	\$200.00
SUE Engineer	\$170.00
Utility Location Specialist	100.00
1-Person Designator Crew w/Equipment***	155.00
2-Person Designator Crew w/Equipment***	180.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	300.00 (4 hr. min.)
Core Drill (equipment only)	790.00 per day
SUE QL-A Test Hole (0 < 8 ft)****	2,200.00 each
SUE QL-A Test Hole (> 8 < 15 ft)****	2,700.00 each

<b>Construction Management, Construction Engineering and Inspection (CEI)</b>	<b>Hourly Billing Rate</b>
Construction Inspector I/II	110.00
Construction Inspector III	120.00
Senior Construction Inspector	140.00
Construction Superintendent	185.00
Senior Project Manager	250.00
Construction Manager	200.00
Senior Construction Manager	250.00
Construction Records Keeper	120.00

**Direct Cost Reimbursables**

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP or provided on the invoice.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

**Notes:**

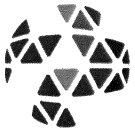
*All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.*

\* Rates shown are for 2022 and are subject to change in subsequent years.

\*\* Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.

\*\*\* Includes crew labor, vehicle costs, and field supplies.





**Schedule RS1**

**BILLING RATE SCHEDULE**

Structures Group - 2022 Standard

<b>Category</b>	<b>Rate</b>
Senior Principal / Managing Principal.....	\$370.00
Principal.....	\$300.00
Senior Project Manager.....	\$285.00
Senior Consultant.....	\$275.00
Design Manager.....	\$225.00
Specialty Structures Engineer.....	\$220.00
Project Manager.....	\$210.00
Senior Engineer.....	\$180.00
Engineer.....	\$170.00
Graduate Engineer.....	\$145.00
Senior Field Representative.....	\$110.00
Intern Engineer.....	\$110.00
Senior Technical Designer.....	\$210.00
Technical Designer.....	\$170.00
Construction Technical Designer.....	\$150.00
Graduate Technical Designer.....	\$125.00
Senior Technical Modeler.....	\$150.00
Technical Modeler.....	\$120.00
Project Accountant.....	\$135.00
Senior Administrative Assistant.....	\$125.00
Administrative Assistant.....	\$100.00
Senior Parking Consultant.....	\$250.00
Parking Consultant.....	\$185.00
Senior Parking Designer.....	\$150.00
Parking Technical Designer.....	\$140.00
Enclosure Technical Design Director.....	\$315.00
Enclosure Senior Technical Designer.....	\$230.00
Enclosure Technical Designer.....	\$170.00
Enclosure Graduate Technical Designer.....	\$150.00

**Notes:**

1. These billing rates are effective January 1, 2022 through December 31, 2022.
2. Rates for services provided after December 31, 2022 may be adjusted by 4% annually.

**SUMMIT CONSULTANTS, INC.**

Hourly Billing Ranges

EMPLOYEE CLASSIFICATION	BILLING RANGE	
	LOW	HIGH
Principal	\$175.00	\$260.00
Mechanical Engineer	\$150.00	\$200.00
Electrical Engineer	\$150.00	\$200.00
Low Voltage Designer	\$115.00	\$150.00
Mechanical Designer	\$75.00	\$125.00
Electrical Designer	\$75.00	\$125.00
Plumbing Designer	\$65.00	\$125.00
Word Processor	\$60.00	\$90.00

**Personnel Titles and Hourly Rates - 2021**

<b>TITLE</b>	<b>BILLABLE HOURLY RATE</b>
Principal	198.00
Associate Principal	186.00
Senior Project Manager	179.00
Senior Technology Consultant	160.00
Technology Consultant	138.00
Contract Administration	98.00
Technology Support (CAD/BIM)	67.00
Administrative / Accounting	58.00

## **Latta Technical Services, Inc.**

### **2022 Hourly Rates**

<b>Principal/Project Manager</b>	<b>\$205</b>
<b>Senior Systems Designer</b>	<b>\$185</b>
<b>Systems Designer</b>	<b>\$155</b>
<b>Construction Administrator</b>	<b>\$150</b>



1909 Woodall Rodgers Fwy. Suite 415 Dallas, TX 75201  
t: 214 661 6976 www.focusegd.com

**Graphics and Wayfinding Design  
Hourly Rates**

**2020-2022**

<b>Principal</b>	<b>\$190</b>
<b>Vice President / Sr. Designer</b>	<b>\$180</b>
<b>Associate / Designer</b>	<b>\$120</b>
<b>Professional</b>	<b>\$110</b>



Geotechnical  
Construction Materials  
Environmental  
TBPE Firm No. 813

2209 Wisconsin Street  
Suite 100  
Dallas, Texas 75229

Tel: 972.620.8911  
Fax: 972.620.1302  
www.alphatesting.com

### STANDARD UNIT RATES

DESCRIPTION	UNIT RATE
<b>GENERAL</b>	
Engineering technician services for molding concrete test specimens, field density, performing slump, rebar & P.T, air tests and testing at batch plant (per hour)	\$49.00
Overtime (in excess of 8 hours per day) (per hour)	\$73.50
Vehicle Trip Charge (per trip)	\$45.00
<b>EARTHWORK</b>	
Engineering technician services performing in-place field density testing (per hour)	\$49.00
Engineering technician services for sample pick-up (per hour)	\$49.00
Overtime (in excess of 8 hours per day) (per hour)	\$73.50
Vehicle Trip Charge (per trip)	\$45.00
Nuclear Density Equipment Charge (flat rate)	\$120.00
Moisture/Density Relationship of Soils	
Standard Proctor (ASTM D 698) (each)	\$185.00
Modified Proctor (ASTM D 1557) (each)	\$195.00
Target Moisture Proctors (per point) (each)	\$120.00
With Lime added in laboratory, add (each)	\$80.00
Atterberg-limit Determinations	
Natural (each)	\$70.00
With Lime, add (each)	\$30.00
No. 200 Sieve Analysis (each)	\$65.00
Free Swell Tests (each)	\$100.00
TXDOT Sieve Analysis: Item 247.2 (Includes Sieve, Decant and PI) (each)	\$175.00
TXDOT Atterberg Limit Test (each)	\$70.00
Lime Series, pH Method (Eades & Grim Method) (each)	\$350.00
Soluble Sulphate (Standard 8 Day turn around, Rush rates quoted upon request) (each)	\$125.00
Usage of truck-mounted drill rig to obtain moisture content samples from water pressure injected soils.	
Number of borings tested per event	
1	\$1,850.00
2	\$1,350.00
3-4	\$980.00
5-7	\$840.00
8-9	\$790.00
10+	\$750.00
79G (1-50 Lots)(LS)	\$500.00
79G (51-149 Lots)(LS)	\$1,000.00
79G (150 Lots)(LS)	\$1,500.00
79G (additional charge over 150 Lots)(each)	\$10.00
Vehicle Trip-Staking (each)	\$45.00
Staking (per hour)	\$49.00
Moisture Content Tests (each)	\$15.00



## STANDARD UNIT RATES CONTINUED

DESCRIPTION	UNIT RATE
<b>CONCRETE</b>	
Engineering technician services for molding concrete test specimens, performing slump, rebar & P.T, air tests and testing at batch plant (per hour)	\$49.00
Overtime (in excess of 8 hours per day) (per hour)	\$73.50
Special Inspector, Full Time Masonry Observation (per hour)	\$65.00
Overtime (in excess of 8 hours per day)	\$97.50
Specimen pick-up (per hour)	\$49.00
Handling charge for testing specimens not molded by this Laboratory (per set)	\$100.00
Vehicle Trip Charge (per trip)	\$45.00
Laboratory compression testing and reporting of concrete cylinders (each)	\$25.00
Reserve concrete cylinders not tested (each)	\$25.00
Laboratory flexural testing and reporting of concrete beams (each)	\$32.50
Reserve Beams not tested (each)	\$32.50
Laboratory testing of aggregate for concrete mix design including gradation Fineness modulus, absorption, specific gravity and unit weight (each)	\$275.00
Concrete Mix Designs:	
Review of mix design (each)	\$350.00
Laboratory design of concrete mix with specific strength and workability Characteristics (each)	\$1,050.00
Additional Mix Design utilizing aggregate sample (each)	\$500.00
Technician Design Batch Time (per hour)	\$49.00
Design Confirmation Cylinders (each)	\$25.00
Design Confirmation Flexural Beams (each)	\$32.50
Equipment Charge (per day)	\$125.00
Special Laboratory Testing of Concrete Aggregates	
Sieve Analysis (dry method) (each)	\$60.00
Sieve Analysis with decantation (wet method) (each)	\$90.00
Specific Gravity of aggregates (each)	\$80.00
Organic Matter (each)	\$70.00
Hydrometer Analysis (each)	\$125.00
Percent Finer than 200 mesh (each)	\$65.00
Absorption (each)	\$65.00
Moisture Content (each)	\$15.00
Bulk Unit Weight(SpGr) (each)	\$55.00
Dry Rodded Unit Weight (each)	\$30.00
Loose Rodded Unit weight (each)	\$20.00
Los Angeles Abrasión (each)	\$650.00
Sodium Sulphate Soundness (3 cycles) (each)	\$700.00



## STANDARD UNIT RATES CONTINUED

DESCRIPTION	UNIT RATE
<b>CONCRETE CONT.</b>	
Wet Ball Mill Test (each)	\$700.00
California Bearing Ration (CBR) Test (each)	\$800.00
Minus 200 (each)	\$65.00
Concrete Coring*	
2 or 4 Inch Diameter Cores (avg 6"/dpth)(Includes Coring, Prep & Testing) (each)	\$95.00
Minimum coring charge (per trip) (each)	\$500.00
Core Hole Patching (each)	\$25.00
Core Preparation if cored by others & delivered to our Laboratory (each)	\$10.00
Core Compression Test if cored by others & delivered to our Laboratory (each)	\$25.00
Concrete Special Testing Services:	
Schmidt Rebound Hammer Testing (4hr Min.) (per hour)	\$65.00
Equipment Charge (per day)	\$125.00
Windsor Probe Testing (4hr Min) (per hour)	\$65.00
Probe Supplies (per set)	\$100.00
Equipment Charge (per day)	\$125.00
Ferrosan (Reinforcement Location) (4hr Min) (per hour)	\$100.00
Taylor # 625 Calcium Chloride Kits (each)	\$40.00
Floor Flatness:	
Testing Minimum Charge (minimum)	\$650.00
Engineering Review (per hour)	\$95.00

**\*As a part of this service Alpha Testing, LLC. will attempt to locate reinforcing steel prior to coring. Although every effort will be made to locate the reinforcing steel, Alpha Testing, LLC. does not guarantee the exact location and will not be held responsible should any reinforcement, of any type, be cut.**

<b>MECHANICAL LIME STABILIZATION</b>	
Engineering technician services performing in-place field density testing (per hour)	\$49.00
Engineering Technician Overtime (per hour)	\$73.50
Vehicle Trip Charge (per trip)	\$45.00
Nuclear Density Equipment Charge (flat rate)	\$120.00
Field Gradations (each)	\$10.00
Lime Series, ph Method (Eades & Grim Method) (each)	\$350.00
Lime Recommendation Letter (each)	\$500.00
Soluble Sulphate (Standard 8 Day turn around, Rush rates quoted upon request) (each)	\$125.00
Engineering Review (per hour)	\$95.00





## STANDARD UNIT RATES CONTINUED

<b>DESCRIPTION</b>	<b>UNIT RATE</b>
<b><u>MASONRY</u></b>	
Special Inspector, Full Time Masonry Observation (per hour)	\$65.00
Overtime (in excess of 8 hours per day) (per hour)	\$97.50
Compression Tests (Cubes) (each)	\$25.00
Compression Tests (Prisms) (each)	\$25.00
Specimen pick-up (per hour)	\$49.00
Evaluation Mortar Composition (each)	\$275.00
Handling charge for testing specimens not molded by this Laboratory (per set)	\$100.00
Vehicle Trip Charge (per trip)	\$45.00
Masonry CMU Prism, Compressive Strength Test	
Un-grouted (each)	\$125.00
Grouted (each)	\$155.00
Engineering Review (per hour)	\$95.00
<hr/>	
<b><u>PIER INSTALLATION MONITORING (includes concrete)</u></b>	
Engineering Technician Services (per hour)	\$65.00
Engineering Technician Overtime (per hour)	\$97.50
Concrete Compression Tests (each)	\$25.00
Cylinder Pick Up (per hour)	\$49.00
Design Review (each)	\$350.00
Vehicle Trip Charge (trip)	\$45.00
Engineering Review /Pier Start (ls)	\$500.00
<hr/>	
<b><u>STRUCTURAL STEEL</u></b>	
Engineering Technician for Visual Structural Observations: (per hour)	\$75.00
Engineering Technician for Visual Structural Observations, Overtime (per hour)	\$112.50
Vehicle Trip Charge (per trip)	\$45.00
Magnetic Particle Inspection (4 hour minimum)	
Magnetic Particle Inspection - Dry (per hour)	\$100.00
Magnetic Particle Inspection - Wet (per hour)	\$100.00
Material/Supplies Charge (for Wet MT only) (per can)	\$40.00
Liquid Penetrant Inspection (4 hour minimum)	\$75.00
Material/Supply charge for Liquid Penetrant Testing (per trip)	\$40.00
Welder Qualification Testing (3/8" plate)	\$Variable
Additional Welding Procedure Specifications (WPS)	\$Variable
Additional Welder Qualification Testing (WQT)	\$Variable



## STANDARD UNIT RATES CONTINUED

DESCRIPTION	UNIT RATE
<b><u>STRUCTURAL STEEL CONT.</u></b>	
U.T - Non-destructive testing of steel using ultrasonic equipment	
Regular time (4 hour minimum) (per hour)	\$125.00
Overtime (in excess of 8 hours per day) (per hour)	\$187.50
Equipment/Supplies Charge for UT (per day)	\$125.00
Ultrasonic Thickness Measurements (per hour)	\$75.00
Overtime (in excess of 8 hours per day and weekends) (per hour)	\$112.50
Material/ Equipment Charge (per day)	\$125.00
Shop Inspection	
Regular time (4 hour minimum) (per hour)	\$75.00
Overtime (in excess of 8 hours per day) (per hour)	\$112.50
Special Inspections	
As determined by Job Specifications	
Engineering Review (per hour)	\$95.00
<hr/>	
<b><u>ASPHALT</u></b>	
Visual Observation (per hour)	\$49.00
Visual Observation (per hour)	\$73.50
Vehicle Trip Charge (per trip)	\$45.00
Marshall stability, flow and density (3 points per test) (each)	\$125.00
Extraction and Gradation (each)	\$225.00
Maximum Theoretical SpGr (each)	\$130.00
Design of asphaltic concrete mix (Marshall Method)	
Aggregates, 5 Bitumen Percentages (each)	\$1,300.00
Aggregates, 5 Bitumen Percentages (each)	\$1,500.00
Asphalt Content (each)	\$175.00
Lab Molded Specimens (set of 3): (each)	\$125.00
HMAC Core Specific Gravity (each)	\$130.00
HMAC Coring (each)	\$95.00
HMAC Core Patching (each)	\$25.00
HMAC Core Thickness Determination (each)	\$20.00
HMAC Mix Design Review (each)	\$350.00
HMAC 1-A & 1-B TXDOT Technician (per hour)	\$49.00
HMAC 1-A & 1-B TXDOT Technician (overtime) (per hour)	\$73.50
Engineering Review (per hour)	\$95.00



## STANDARD UNIT RATES CONTINUED

<b>DESCRIPTION</b>	<b>UNIT RATE</b>
<b><u>FIREPROOFING</u></b>	
Engineering Technician Services (per hour)	\$49.00
Engineering Technician Overtime (per hour)	\$73.50
Fire stop Visual Inspection (per hour)	\$49.00
Vehicle Trip Charge (per trip)	\$45.00
Specimen Pick Up (per hour)	\$49.00
Field Adhesion / Cohesion (each)	\$55.00
Spray on Fireproofing:	
Laboratory Density (each)	\$55.00
In Place Bond Test (each)	\$65.00
Fire Spread Test (ASTM E84)	
NUMBER OF SAMPLES	
1	\$735.00
2-5	\$700.00
6+	\$660.00
Sample Preparation if required (per sample)	\$160.00
Over night Shipping (per sample)	\$130.00
Engineering Review (per hour)	\$95.00
<hr/>	
<b><u>POST-TENSIONING STEEL MONITORING</u></b>	
Engineering Technician Services for Post-Tensioning (per hour)	\$65.00
Engineering Technician Overtime (per hour)	\$97.50
Vehicle Trip Charge (per trip)	\$45.00
Engineering Review (per hour)	\$95.00
Project Manager Engineering Review of P.T. Summary Letter (each)	\$150.00
<hr/>	
<b><u>ROOF INSPECTION</u></b>	
Engineering Technician for Visual Inspections (per hour)	\$75.00
Engineering Technician for Visual Inspection, Overtime (per hour)	\$112.50
Vehicle Trip Charge (per trip)	\$45.00
Roof-cut analysis, either quantitative or qualitative type (each)	\$800.00
Engineering Review (per hour)	\$95.00
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## STANDARD UNIT RATES CONTINUED

<b>DESCRIPTION</b>	<b>UNIT RATE</b>
<b><u>ADMINISTRATIVE SERVICES</u></b>	
Administrative Services, test evaluation, Report & Plan Review, contract administration, laboratory and field supervision, preparation of geotechnical reports and consultation	
Principal Engineer (P.E.) (per hour)	\$175.00
Senior Project Engineer (P.E.) (per hour)	\$125.00
Materials Engineer (per hour)	\$110.00
Materials Manager (per hour)	\$100.00
Project Manager (per hour)	\$95.00
NICET Lever II or Higher (per hour)	\$49.00
NICET Lever II or Higher (overtime) (per hour)	\$73.50



WHERE IT ALL BEGINS

**Standard Geotechnical Personnel and Laboratory Testing Fee Schedule  
Effective May 4, 2022**

1. Identification and Strength Testing of Soils	
1.1 Moisture Content Determination	\$ 14.00/ea
1.2 Atterberg-limit Test	\$ 80.00/ea
1.3 Linear Bar Shrinkage	\$ 25.00/ea
1.4 Lime Series	\$ 400.00/ea
1.5 Sieve Analysis (dry method)	\$ 85.00/ea
1.6 Sieve Analysis (wet method)	\$ 125.00/ea
1.6a Sieve Analysis Percent Passing No. 200 Sieve Only	\$ 60.00/ea
1.7 Hydrometer Analysis	\$ 400.00/ea
1.8 Unconfined Compression Test/Soil	\$ 60.00/ea
1.9 Unconfined Compression Test/Rock	\$ 90.00/ea
1.10 Items 8 or 9 with Stress/Strain Curves, add	\$ 30.00/ea
1.11 Triaxial Compression	
a. Unconsolidated/Undrained	\$ 300.00/ea
b. Consolidated/Undrained w/ pore pressure measurement	\$ 600.00/ea
c. Consolidated/Drained	\$ 700.00/ea
d. Back Pressure Saturation	\$ 100.00/ea
1.12 Direct Shear	
a. Unconsolidated/Undrained	\$ 275.00/ea
b. Consolidated/Drained	\$ 350.00/ea
1.13 Dry Unit Weight Determination	\$ 60.00/ea
1.14 Hand Penetrometer	\$ 8.00/ea
1.15 Swell Tests	
a. Pressure/Swell Test	\$ 170.00/ea
b. Absorption Swell Test	\$ 140.00/ea
1.16 Consolidation Test	\$1000.00/ea
1.17 Permeability Test	
a. Falling Head	\$ 350.00/ea
b. Constant Head	\$ 350.00/ea
1.18 Aggregate Testing	
a. Sodium Sulfate Soundness	\$ 415.00/ea
b. Los Angeles Abrasion	\$ 675.00/ea
c. Light-weight Pieces	\$ 100.00/ea
d. Sand Equivalent	\$ 100.00/ea
1.19 Soil Suction Tests	\$ 40.00/ea
1.20 Specific Gravity	\$ 100.00/ea

**Standard Geotechnical Laboratory Testing Fee Schedule**  
**Effective May 4, 2022**

1.21	Standard Proctor Compaction Test	\$ 250.00/ea
1.22	pH Test	\$ 25.00/ea
1.23	Soluble Sulfates	\$ 150.00/ea
1.24	Chloride Ion	\$ 85.00/ea
1.25	Electrical Resistivity	\$ 140.00/ea
1.26	Dispersion	
	a. Pinhole Method	\$ 700.00/ea
	b. Crumb Method	\$ 425.00/ea
2.	Geotechnical Engineering Services	
	Engineering services for test evaluation, contract administration, laboratory and field supervision, preparation of geotechnical reports and consultation.	
2.1	Principal Engineer (P.E.) or Geologist (C.P.G.)	\$ 350.00/hr
2.2	Senior Project Engineer (P.E.) or Geologist	\$ 300.00/hr
2.3	Project Engineer (P.E.)	\$ 250.00/hr
2.4	Staff Engineer or Staff Geologist	\$ 200.00/hr
2.5	Expert Consulting and Testimony, Principal	\$ 400.00/hr
3.	Drilling Services for Test Borings	
	Due to current market conditions, we cannot provide unit rates for drilling services at this time. Quotations for drilling test borings can be provided on request on a per project basis.	



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<b>Company Name</b>	<b>Position</b>	<b>Fully Burdened Rate</b>
Aguirre Project Resources LLC	Principal	\$ 220.00
Aguirre Project Resources LLC	Estimating Manager Architectural	\$ 165.00
Aguirre Project Resources LLC	Estimating Manager Mechanical	\$ 165.00
Aguirre Project Resources LLC	Sr. MEP Estimator	\$ 155.00
Aguirre Project Resources LLC	Sr. Arch/Struct/Civil Estimator	\$ 145.00
Aguirre Project Resources LLC	Estimator	\$ 115.00

Abadi Accessibility  
Marcela Abadi Rhoads, FAIA RAS  
Registered Accessibility Specialist #240



June 2, 2022

Abadi Accessibility Hourly Rates-2022	
Personnel	Houly Rates
Principal	\$150
Technical Staff	\$75
Administrative Staff	\$55
Accounting Staff	\$55





July 27, 2022

Mr. J. D. Griffin, Senior Buyer  
Collin County Purchasing Department  
2300 Bloomsdale Rd., Ste 3160  
McKinney, TX 75071

RE: Scope of Services and Fee Proposal  
RFQ #2022-207 Architectural Services for New Healthcare, Parking Garage  
and Medical Examiner Facilities

Dear Mr. Griffin:

The office of PGAL, Inc. and our consultant team are pleased to present this scope of work and fee proposal for the design of the Architectural Services for New Healthcare, Parking Garage and Medical Examiner Facilities. This will include providing A/E services for programming, schematic design, design development, construction documentation, bidding and construction administration. These services will be provided by PGAL and our consultants as follows:

**Basic Services Consultants:**

Architecture, Needs Assessment, Programming, Project Management	PGAL & MWL
Civil Engineering	Pacheco Koch
Landscape Architecture	TNP
Structural Engineering	Walter P. Moore
Mechanical, Electrical, Plumbing and Fire Protection Engineering	Summit

**Additional Specialty Consulting Services:**

Telecommunications	DataCom
Security Consulting	LattaTech
Surveying, Platting	Pacheco Koch
Geotechnical Engineering & Materials Testing	Alpha Testing
Environmental Graphics & Signage	FocusEDG
Envelope and Waterproofing	DryTec
Cost Estimating	Aguirre Project Resources
TDLR / ADA Consulting	Abadi Accessibility

**PROJECT UNDERSTANDING**

The County has selected PGAL to design and provide construction administration services to build (1) a three-story County Healthcare Facility of approximately 90,000 square feet of which half will be utilized and half will be shell space, with (2) a 500-space parking garage and (3) a 20,000 square foot Medical Examiner Facility. Project budgets are

- ALEXANDRIA
- ATLANTA
- AUSTIN
- BOCA RATON
- CHICAGO
- DALLAS/FORT WORTH
- DENVER
- HOBOKEN
- HOUSTON
- LAS VEGAS
- LOS ANGELES
- SALT LAKE CITY
- SAN DIEGO

expected to be approximately \$35,075,000 for the County Healthcare Facility, \$18,700,000 for the Parking Garage and \$11,500,000 for the Medical Examiner Facility for a total project budget of \$62,275,000. The parking garage will be designed, bid and built first, as it will most likely displace some of the existing surface parking on the site. This will be considered Phase I of the project. Once the parking garage is completed, it is anticipated that the Healthcare and Medical Examiner buildings will be constructed. These will be considered Phases IIA & B. Design on these two buildings will proceed at the same time, and our fees are based on bidding them together and award to a single general contractor. Should the projects be bid separately, and/or awarded to separate general contractors, we reserve the right to request additional service fees for the additional effort that this would require. Based on the County's initial schedule, the goal is to have the Parking Garage completed by June 2024, the Healthcare Building completed by March 2026 & Medical Examiner completed by September 2025. PGAL and the design team will review the overall project schedule and work toward compressing the required design and construction durations. Because these projects are federally funded, they will need to be bid out with a P. O. written prior to Dec. 31st, 2024.

The buildings will be located adjacent to the existing Collin County Jack Hatchell Administration Building. The County has prepared a preliminary layout of the building locations, but PGAL and our consultants will study several options for building locations, considering site topography, views, existing parking and driveways, building entrances, and circulation for visitors, staff and service vehicles.

The parking garage will have a 500-car capacity, and will be open to both staff and the public with no restricted access, though there will be a need to secure the garage from unauthorized entry after hours. The preferred structural system is cast-in-place, with flat floors. It is desired that the garage fit in to the aesthetic of the other buildings on site. This may be done with exterior brick and/or cast stone details in combination with metal screening. The parking garage may need to be designed to accommodate drive-through lanes, either within the garage or at grade elsewhere on site, to accommodate vaccinations or other services. Additional accessible parking spaces beyond what is required by ADA/TAS and/or City of McKinney parking ordinances are desired by the County in the parking garage and/or elsewhere on site. A data room shall be included to accommodate wireless communications within the garage. Security cameras and blue-light phones for emergency situations shall be provided. Consideration of overall garage height shall also be made so that views from adjacent buildings can be maintained.

The Healthcare Building is anticipated to be a 90,000 sq. ft. building consisting of (3) 30,000 sq. ft. floors. Half of the second floor and the entire third floor will be designed as shell space to be utilized for future County use. Aesthetically, the building will be designed to be similar in size, configuration and materials to the existing Administration Building. The first floor will contain the County Health Department, including a lobby, staff offices, conference rooms, a large training room, waiting rooms, exam rooms, lab, pharmacy, warehouse storage space and a drive-thru window, among other requirements. Other spaces within the building will include the County's Emergency Operations Center, and congressman's office. Drive-through lanes to accommodate vaccinations or other health services will be required at grade or otherwise easily accessible from the Healthcare

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Building. The building will be on 100% emergency power and will be tied into the County's chilled water system.

The Medical Examiner Building is anticipated to be a 20,000 sq. ft. single-story building. PGAL and our consultant MWL will program the building based on available information on autopsy caseload and anticipated growth for the near future. Design for future expansion may be considered. Appropriate lobby, office and meeting spaces, autopsy suites and freezer space will be designed into the facility, along with spaces for locker rooms, meeting rooms and other needs as defined by the programming effort. A sallyport and loading dock will be provided, and vehicle circulation to accommodate 18-wheelers. Visitor and secure staff parking will also be provided. The building will be on 100% emergency power and will be tied into the County's chilled water system.

It is the intent of the County to utilize federal funds for these projects. PGAL and the design team will not be required to communicate directly with these entities or coordinate paperwork but will support the County and City by providing any required information and assist them and the selected General Contractor in tracking funds appropriately. It is understood that the County will be communicating directly with the agency / agencies providing funding if needed.

The project will not seek LEED Certification, but the design team will establish sustainability goals at the beginning of the project and will incorporate sustainable and energy efficient concepts into the design. We will be required to meet the city-adopted version of the IECC energy code and are required to provide fundamental commissioning for the HVAC, lighting, water heating systems and building envelope. This service is listed as an itemized additional service as part of this proposal.

The project will be delivered under a Design-Bid-Build method, and the PGAL team will assist the County in preparation of the bid documents, and receipt / evaluation of the bids.

This proposal does not include a detailed cost estimate or cost estimator.

We will engage a State of Texas Registered Accessibility Specialist (RAS) to perform TDLR and ADA accessibility reviews of the building floor plans as the design develops and will have them perform the state required review of the final documents. Once construction is completed, they will also provide the state required inspection to ensure compliance with Texas Accessibility Standards (TAS). This service is listed as an itemized additional service as part of this proposal.

The scope of work anticipated includes the following:

## **PRELIMINARY DESIGN**

### **KICK-OFF/VISIONING SESSION WITH STAKEHOLDERS**

- Key team members will be introduced, and individual roles and responsibilities outlined. It will be an orientation session to introduce the consultant team to the stakeholders that will be involved in this project and for your team to be introduced to us.

- Lines of communication will be established, and contact information collected for a project directory of names and phone numbers to be distributed. This will assure open and effective communications.
- Collin County staff and stakeholders will explain in more detail their overall goals and objectives for the project.
- The team establishes milestone dates for all review meetings and deliverables throughout the phase. This allows everyone to better prepare for each meeting and reduce conflicts.
- Budget and schedule goals from the County will be established.

#### NEEDS ASSESSMENT AND DATA GATHERING

- Tour and collect data on existing / previous facilities
- Interview staff and distribute questionnaires, to identify needs, goals, processes and priorities for each of the functional areas of the project
- Review current functional components, adjacency requirements, security needs, circulation, flow of operations, and individual area requirements
- Review growth, flexibility, and increased efficiency expectations.

#### ANALYZE DATA, SPACE STANDARDS AND PROGRAM REQUIREMENTS

- Collect and analyze interview and questionnaire results
- Collect existing and/or establish new space standards
- Benchmark against other facilities
- Separate people and staff areas from other areas (technology, maintenance, etc.) and define current and future space requirements
- Evaluate staff efficiencies
- Develop program requirements
- Develop room data sheets for each space in the program to define the use and equipment to be used in each space

#### EVALUATE POTENTIAL SITE

- Develop an understanding of the proposed site, review site surveys and compile existing physical statistics.
- Thoroughly evaluate the new site for vehicle and pedestrian access, storm water capacity, traffic flow and impact, and visitor and staff parking requirements to position the facilities optimally on the site and offer the County multiple options based on their anticipated impact.

#### DEVELOP BLOCKING SCENARIOS

- During this process, the PGAL team will develop concept bubble diagrams to study appropriate adjacencies and of the spaces.
- Department's locations will be studied and proposed in terms of public access, offices, security and internal hierarchies.
- Evaluate single and multiple-story solutions.
- Test program using space planning exercises with the users.

#### CONCEPT DESIGN

- Develop concept design options for the project including site plan, departmental blocking floor plans, building elevations, and renderings depicting the proposed concept.
- Develop a written Basis of Design that outlines project scope of work, qualities, major Civil, MEP, structural and infrastructure systems, major materials and assumptions for budgeting purposes.

#### DEVELOP PROJECT SCHEDULE AND BUDGETS

- Resources and funding sources will be reviewed, and budget guidelines established.
- Project schedule requirements and limitations will be identified.
- Develop a conceptual project budget for the entire project including the cost of each site plan and building configuration option to assist County stakeholders and Commissioners Court in the decision-making process.

#### COMMISSIONERS COURT PRESENTATION

- Prepare and present final program document with project narrative overview explaining the project scope and goals.
- Include descriptions of department and functional spaces.
- An overall numerical summary of the project identifying all individual requirements at a department or staff position level.
- Adjacency diagrams with graphic depictions of the special relationships of all program elements.
- Concept design of the project including site plan, floor plans, elevations, and rendering.
- Conceptual project budget showing entire project cost.
- Schedule for the project.
- If necessary, we can prepare a presentation of the Concept Design to the public. Comments will be collected and/or recorded for later discussion and decision making on which are to be implemented.

Anticipated deliverables during this initial phase of work includes the following:

- Facility program for planned 5, 10 and 20-year planning horizons.
- Existing site and building analysis.
- Site planning of buildings, parking, outdoor areas and landscaping
- Facility planning of programmed department needs for visitor, community and administrative spaces.
- Conceptual design elevations and basic renderings
- Conceptual project budgets for building and site options.
- Schedule for final design and construction phases.
- Final report and/or workshop to be presented to Commissioners Court.
- Site Survey and Plat
- Geotechnical Report

- Written Basis of Design

## **FINAL DESIGN**

In the final design phase of the work PGAL and the A/E team will complete the construction documents for bidding/pricing and provide construction administration services through the completion of the project. Our basic services consultants for the project will provide, civil engineering, landscape architecture, structural engineering, mechanical electrical and plumbing engineering, and parking consulting. Additional specialty consulting services are listed separately, which include programming, surveying, geotechnical engineering, materials testing, security, telecommunications, audio/visual, exterior envelope and waterproofing consulting, environmental graphics/signage design, IECC required commissioning, cost estimating and ADA/TAS accessibility review and inspection. Cost estimates will be performed at the Schematic Design, Design Development and 50% Construction Document phases. It is anticipated that documentation will be provided for the buildout of all spaces in the building except for half of the second floor and the entire third floor of the Healthcare Building, and that the project will be bid out by a Design-Bid-Build delivery method. We anticipate issuing documents for owner review at the Schematic Design, Design Development, 50% Construction Document and 90% Construction Document phases prior to issuing for permitting and bidding.

## **CONSTRUCTION ADMINISTRATION**

During construction, PGAL and our consultants will provide Construction Administration Services, which include responding to requests for information (RFIs), reviewing submittals, attending on-site project meetings, making periodic site observations, and reviewing contractor pay applications and change proposals. We will provide commissioning to meet 2018 IECC requirements. We and our consultants will also perform a final site observation and create a punch list of items to be finalized. We will be available for on-site meetings and construction observation at key points in construction, for the initial concrete slab pour, wall and ceiling cover up observations, and preconstruction / pre-installation meetings.

## **COMPENSATION**

We have provided a lump sum fee for design services. The overall fee breakdown based on discipline is as follows:

**Programming Services Design Fee:**

• Parking Garage	\$ 25,000
• Healthcare Building	\$ 50,000
• Medical Examiner	\$ 50,000
<b>Total Programming Services Design Fee:</b>	<b>\$ 125,000</b>

**Basic Services Design Fee:**

Basic Services – Parking Garage (Phase I):

• Basic Services Design Fee	\$ 1,381,250
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Basic Services – Healthcare and Medical Examiner Buildings (Phase II):

• Basic Services – Healthcare Design Fee	\$ 2,592,500
• Basic Services – Medical Examiner Design Fee	\$ 983,750

<b>Total Basic Services Design Fee:</b>	<b>\$ 4,957,500</b>
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**Specialty Consulting Services Fees:**

The following is a list of additional specialty consulting services are optional to the project (except for those noted below as being code required) and are beyond the scope of the basic services listed above. Though we have broken out these additional consultants and services separately should the County decide to obtain these services separately from this design contract, we and our consultant team are fully capable of providing each service.

**Parking Garage (Phase I):**

• IECC Commissioning (Code Required)	\$ 15,000 (Allowance)
• Telecommunications Consulting	\$ 7,300
• Security Consulting	\$ 21,250
• Surveying	\$ 11,000 (For all phases)
• Platting (City Required)	\$ 30,000 (For all phases)
• Geotechnical Engineering	\$ 24,000 (For all phases)
• Materials Testing	\$ 60,000 (Allowance)
• Environmental Graphics / Signage	\$ 21,300
• Exterior Envelope & Waterproofing Consulting	\$ 7,035
• Cost Estimating	\$ 14,806
• <u>TAS / ADA Consulting</u>	<u>\$ 2,960</u>
<b>Subtotal Phase I Specialty Consulting Services</b>	<b>\$ 214,651</b>

**Healthcare (Phase IIA):**

• IECC Commissioning (Code Required)	\$ 25,000 (Allowance)
• Telecommunications Consulting	\$ 15,500
• Security Consulting	\$ 42,300
• Materials Testing	\$ 60,000 (Allowance)
• Environmental Graphics / Signage	\$ 39,600
• Exterior Envelope & Waterproofing Consulting	\$ 13,210
• Cost Estimating	\$ 32,035
• <u>TAS / ADA Consulting</u>	\$ 4,100
<b>Subtotal Phase IIA Specialty Consulting Svcs.</b>	<b>\$ 231,745</b>

**Medical Examiner (Phase IIB):**

• IECC Commissioning (Code Required)	\$ 20,000 (Allowance)
• Telecommunications Consulting	\$ 6,000
• Security Consulting	\$ 14,780
• Materials Testing	\$ 40,000 (Allowance)
• Environmental Graphics / Signage	\$ 12,500
• Exterior Envelope & Waterproofing Consulting	\$ 4,330
• Cost Estimating	\$ 16,076
• <u>TAS / ADA Consulting</u>	\$ 2,825
<b>Subtotal Phase IIB Specialty Consulting Svcs.</b>	<b>\$ 116,511</b>

**Total Specialty Services Design Fee: \$ 562,907**

**FEE SUMMARY**

	<b>Design Fees</b>
<b>Programming</b>	<b>\$ 125,000</b>
<b>Parking Garage (Phase I)</b>	
Basic Services	\$ 1,381,250
Specialty Services	\$ 214,651
Parking Garage Subtotal	<b>\$ 1,595,901</b>
<b>Healthcare (Phase IIA)</b>	
Basic Services	\$ 2,592,500
Specialty Services	\$ 231,745
Healthcare Subtotal	<b>\$ 2,824,245</b>
<b>Medical Examiner (Phase IIB)</b>	
Basic Services	\$ 983,750
Specialty Services	\$ 116,511
Medical Examiner Subtotal	<b>\$ 1,100,261</b>
<b>Total Design Fees:</b>	<b>\$ 5,645,407</b>



**Reimbursable Expenses:**

Reimbursable expenses, including printing, deliveries and mileage, out of town travel, and permit review fees will be billed at cost with an estimated not-to-exceed amount of **\$50,000**. Consultants other than those listed, if required, will be considered additional services. Upon commencement of the project, PGAL will invoice monthly based on a percentage of project completion. Payments are due within thirty (30) days of receipt of invoice.

**Additional Services:**

If services other than those described as Basic and Specialty Services are requested by the County, they will be billed in addition to the above compensation in accordance with the attached rate schedule. Additional Services include but are not limited to the following:

- Any design consultants other than those specifically included.
- Revisions to approved documents beyond minor changes.
- Value engineering services.
- Environmental Consulting / NEPA report or Phase I Environmental Site Assessment
- Boundary Survey
- Final Survey of Property at Project Completion
- Traffic Impact Analysis.
- Off site design work beyond connecting to existing utilities
- Design of a stormwater detention pond
- Specialty lighting design services.
- Special inspections for site photometrics.
- Audio/Visual systems design
- Design and/or upgrades to the County's central plant.
- HVAC testing and balancing
- LEED Design, Consulting or Certification.
- Design of Electric Vehicle Charging Stations in the Parking Garage
- Design of pedestrian bridges from the Parking Garage to the existing Administration Building or new Healthcare Building.
- Furniture, Fixtures and Equipment design apart from Autopsy Equipment.
- Bidding of the Healthcare Building and Medical Examiner Building separately.
- Award of Healthcare Building and Medical Examiner Buildings to separate general contractors.

We are prepared to complete the scope of work within your required schedule. The schedule will commence upon acceptance of this proposal or execution of a contract.

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We hope this proposal meets with your expectations for the scope of services and proposed deliverables. Thank you again for the opportunity to serve Collin County on these exciting and important projects. Please contact me at 713-622-1444 should you have any questions or comments regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Bonnette', with a vertical line extending downwards from the first letter.

Paul D. Bonnette, AIA  
Principal

CC: Accounting, File – PGAL

**EXHIBIT "B"**

**INFORMATION TO BE PROVIDED BY THE COUNTY**

The County will make available to Architect any and all information, data, etc. it may have in its possession or will have in its possession through current County contracts as applicable to each project. Information and data may include geotechnical investigations, soils reports, property surveys and topographic surveys.

## **EXHIBIT “C”**

### **PROJECT SCHEDULE**

The parking garage will be designed, bid and built first, as it will most likely displace some of the existing surface parking on the site. This will be considered Phase I of the project. Once the parking garage is completed, it is anticipated that the Healthcare and Medical Examiner buildings will be constructed. These will be considered Phases IIA & B. Design on these two buildings will proceed at the same time, and our fees are based on bidding them together and award to a single general contractor. Should the projects be bid separately, and/or awarded to separate general contractors, we reserve the right to request additional service fees for the additional effort that this would require. Based on the County’s initial schedule, the goal is to have the Parking Garage completed by June 2024, the Healthcare Building completed by March 2026 & Medical Examiner completed by September 2025. PGAL and the design team will review the overall project schedule and work toward compressing the required design and construction durations. Because these projects are federally funded, they will need to be bid out with a P.O. written prior to December 31, 2024.

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

1.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

1.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

1.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

1.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

1.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

1.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

1.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be for General Liability, Commercial Automobile Liability and Workers' Compensation.

1.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

1.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

1.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

- 1.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 1.3 All insurance shall be purchased from an insurance company that meets the following requirements:
  - 1.1.1 A financial rating of A+VII or better as assigned by the BEST Rating Company or equivalent.
- 1.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
  - 1.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  - 1.4.2 Sets forth the notice of cancellation or termination to Collin County.

**EXHIBIT "E"**

**AFFIDAVIT OF REGULATION OF CONFLICTS OF INTEREST**

The undersigned declares and affirm that during the term of this contract they will maintain compliance as defined in Vernon's Texas Codes Annotated, Local Government Code Title 5, Section C, Chapter 171.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Architect Tim Konganda  
Title of Officer Principal  
Signature of Officer [Handwritten Signature]  
Date: August 22, 2022

**ACKNOWLEDGMENT**

STATE OF TEXAS            }  
  }  
COUNTY OF Dallas        }

**BEFORE ME**, on this day personally appeared Tim Konganda, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this the 22 day of August, 2022.

[Handwritten Signature]  
Notary Public, State of Texas

Elizabeth Hottle  
Printed Name

My Commission expires on the 21 day of November, 2022

