

## PROFESSIONAL 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 McCoy Collaborative Preservation Architecture, PLLC, a Texas company, hereinafter referred to as “Firm”, to be effective from and after the date as provided herein.

### WITNESSETH:

**WHEREAS**, the County desires to engage the services of the Firm to complete a Historic Structure Report (HSR) and provide construction phase services for two structures at the Collin County Myers Park and Event Center; and

**WHEREAS**, the Firm desires to render such professional 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 Firm**

The County hereby agrees to retain the Firm to perform professional services in connection with the Project; Firm 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 Firm 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 Firmural firm per RFQ 2022-120 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 Firm will serve as the County’s professional representative under this Agreement, providing professional services, consultation, advice and furnishing customary services incidental thereto. The Firm 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 Firm 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 work to be performed hereunder. The Firm 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 Firm’s personnel at a construction site, whether as on-site representatives or otherwise, do not make the Firm 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 Firm 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 Firm will make periodic recommendations for periodic construction progress payments to the construction contractor. Recommendations by the Firm to the County for periodic construction progress payments to the construction contractor will be based on the Firm'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 Firm 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 Firm 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 Firm 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 Firm 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. Firm 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 Firm 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 Firm 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 Firm's control, delay authorized by the County pending arbitration, or by other causes which the County and Firm 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 Firm's sole remedy for any delays or suspension shall be an extension of time. The County shall not be independently liable to the Firm 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 Firm shall be compensated for all services provided pursuant to this Agreement. Firm 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. Firm further agrees to the following terms prior to payment being due by County:

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

- (1) The Firm shall provide the County sufficient documentation to reasonably substantiate the invoices.
- (2) The Firm 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 Firm, prior to the Firm'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 Firm as required for the Firm's performance of its services. The Firm 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 Firm to acquaint itself with the available information will not relieve the Firm 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 Firm.

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

In addition to providing the monthly progress reports as required under Paragraph IV herein above, Firm 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. Firm 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 Firm 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**

Firm 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 Firm 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 Firm's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of the Firm, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Firm is legally liable.

8.2 In claims against any person or entity indemnified under this Section 8.1 by an employee of the Firm, anyone directly or indirectly employed by the Firm or anyone for whose acts the Firm 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 Firm under workers' compensation acts, disability benefit acts or other employee benefit acts.

8.3 The Firm 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 Firm shall perform services (1) with professional skill and care ordinarily provided by competent Firms 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 Firm.

## **IX. Independent Contractor**

In the performance of services hereunder, the Firm 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 Firm 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 Firm 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 Firm from its full obligations to the County as provided by this Agreement.

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

11.1 The Firm agrees that at any time during normal business hours, and as often as County may deem necessary, Firm 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 Firm 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 Firm shall execute the Affidavit shown in Exhibit "E". Firm understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the agreement voidable.

11.3 The Firm 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 Firm. In the event of such termination without cause, Firm shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Firm in connection with this Agreement. Firm 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, Firm 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 Firm's estimates of probable construction costs (estimates) prepared by Firm in connection with the Project represent the best judgment of Firm as a design professional familiar with the construction industry, but that the Firm 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 Firm.

## **XIV. Ownership of Documents**

Original drawings and specifications (Instruments of Service) created by Firm are the property of the Firm; however, the Project is the property of the County, and Firm 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 Firm, Firm will revise drawings to reflect significant changes made during construction as per the marked-up prints, drawings, and other data furnished to the Firm by or through the County or Contractor. Firm 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 Firm'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 Firm to be complete and accurate. As such, Firm 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 Firm 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 Firm.

15.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Firm by law with respect to the Firm's duties, obligations, and performance hereunder. The Firm'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 Firm acknowledges that the County is relying upon the Firm's skill and experience in performing the services pursuant to this Agreement.

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

Unless instructed otherwise in writing, Firm 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 Rd., Ste. 4192  
McKinney, Texas 75071

Technical Issues:

Engineering  
Clarence Daugherty  
4690 Community Ave., Ste. 200  
McKinney, TX 75071

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

Greg Johnston  
McCoy Collaborative Preservation Architecture, PLLC  
3200 Main Street, #3.6  
Dallas, Texas 75226

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 Firm, 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 Firm.

**H. Observe and Comply**

Firm 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. Firm 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.



WITNESS OUR HANDS AND SEALS on the date indicated below.


Date: 10/10/22

COLLIN COUNTY, TEXAS

By:   
Michelle Charnoski, NIGP-CPP, CPPB  
Purchasing Agent  
Court Order No. 2022-975-09-26

Date: 9/29/22

McCoy Collaborative Preservation Architecture, PLLC

By:   
Title: PARTNER

ACKNOWLEDGMENT

STATE OF TEXAS }

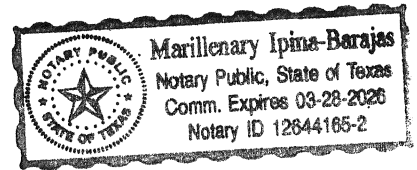
COUNTY OF Dallas }

BEFORE ME, Marillean I Barajas on this day personally appeared Gregory J. Johnston, of MCPA, a LLC Corporation, known to me (or proved to me on the oath of \_\_\_\_\_ or through TX DL (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 29 day of September, 2022.

Marillean I. Barajas  
Notary Public, State of Texas

Marillean I. Barajas  
Printed Name



My Commission expires on the 28 day of March, 2022

STATE OF TEXAS }

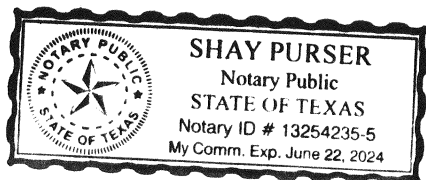
COUNTY OF COLLIN }

BEFORE ME, Shay Purser on this day personally appeared Michelle Charnoski, 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 10<sup>th</sup> day of October, 2022.

Shay Purser  
Notary Public, State of Texas

Shay Purser  
Printed Name



My Commission expires on the 22nd day of June, 2024

**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 Fee Schedule and Scope of Services is shown on the next pages.

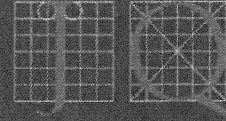


2022

## HOURLY RATES

Senior Principal	\$225
Principal	\$200
Senior Architect	\$175
Intermediate Architect	\$170
Architectural Historian/Architectural Intern	\$125

shaping the built environment



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

### **Hourly Rates - 2022**

Partner	\$285.00 / hour
Principal	\$245.00 / hour
Senior Project Manager	\$205.00 / hour
Engineering Technical Lead	\$215.00 / hour
Project Manager	\$175.00 / hour
Senior Project Engineer	\$160.00 / hour
Project Engineer	\$145.00 / hour
BIM Manager	\$160.00 / hour
Senior Technician	\$140.00 / hour
Technician	\$110.00 / hour
Intern	\$75.00 / hour
Administrative	\$90.00 / hour



August 23, 2022 R1

Myers Park & Event Center  
Attn: J.D. Griffin, CPPB, Senior Buyer  
Collin County Purchasing Department  
2300 Bloomdale Road, Suite 3160  
McKinney, Texas 75071  
Via email: [jgriffin@co.collin.tx.us](mailto:jgriffin@co.collin.tx.us)

Re: Myers Park & Event Center Historic Structure Report  
Confinement Building and Moore Granary  
Proposal for Preservation Consulting Services

Dear Mr. Griffin:

McCoy Collaborative Preservation Architecture, PLLC (MCPA; Consultant) is pleased to submit this proposal to you and Collin County (Client) for preservation planning services associated with a Historic Structure Report (HSR) for two structures at Myers Park & Event Center. Myers Park was originally created in 1969 and partners with the Collin County Farm Museum, providing “a better understanding and appreciation of Collin County’s rural heritage from the earliest settlement through the 1960s.” Two of the structures relocated to the park, the Confinement Building and the Moore Granary, are in need of repair. The County wishes to engage a preservation architect to prepare a HSR, in order to obtain a comprehensive understanding and prioritization of the repair and preservation needs of the two structures.

The Confinement Building, originally located at the Collin County Poor Farm, was relocated to Myers Park. The Moore Granary was built in 1860 by Charles Moore, was originally located at Heritage Farm in Chambersville, Texas. The Condition Assessment will focus on these two structures. The surrounding park and park structures are not part of the assessment. The buildings will continue to be viewed from the exterior only and no site improvements are anticipated. The County will provide historical background and information about the Confinement Building and Moore Granary and their modifications. The Condition Assessment will be combined with other components to create a Historic Structure Report (HSR). A HSR is an ideal document to both maintain important information about the buildings’ history and to serve as a roadmap for future repair and preservation activities over the life of the buildings.

## 1.0 SCOPE OF WORK

We propose the following scope for the project:

### 1.1 Developmental History

- 1.1.1 Reconnaissance site visit to familiarize the team with the property and meet with the Client.

- 1.1.2 Review available research, archival materials, records, oral histories and other information collected by the Client to define both the history of the two structures and how they have changed over time.
  - 1.1.3 From the above information and other evidence, develop a chronology of each building that describes the evolution to its current state. Prepare illustrative plans, if needed, to describe this evolution.
  - 1.1.4 Use floor plans and photographs to annotate character defining features.
- 1.2 Treatment and Work Recommendations
- 1.2.1. Define, with the Client, the appropriate treatment approach for the property, in accordance with the *Secretary of the Interior's Standards*.
  - 1.2.2. Conduct a visual Condition Assessment for the interior and exterior and develop recommendations for repair work to bring the two buildings to good condition, including improvements, and prioritize to identify the most critical work to perform soon as well as future phases of work. The assessment will be undertaken from the ground, with binoculars, from the interior and exterior. If areas of concern are not visible via this method and typical ladders are not sufficient to obtain a better view, recommendations for further study will be made.
  - 1.2.3. For each character defining feature, provide a description, the condition, and recommendations. Use selective photographs as illustration.
  - 1.2.4. One meeting (virtually or at the site) to present the findings.
  - 1.2.5. Develop a conceptual construction cost estimate for the recommendations.
  - 1.2.6. Prioritize the recommendations according to their preservation importance.
- 1.3 Report Preparation
- 1.3.1 Prepare draft Report for Client's review and comments.
  - 1.3.2 One meeting (virtually or at the site) to review the draft Report.
  - 1.3.3 Prepare final Report. Provide digital file and one hard copy; additional copies and distribution will be provided by the Client.
  - 1.3.4 The anticipated report contents includes:
    - 1.3.4.1 Executive Summary
    - 1.3.4.2 Methodology
    - 1.3.4.3 History and Chronology
    - 1.3.4.4 Improvements to Buildings
    - 1.3.4.5 Treatment Approach
    - 1.3.4.6 Condition Assessment and Recommendations
    - 1.3.4.7 Conceptual Cost Estimate
    - 1.3.4.8 Maintenance Recommendations
    - 1.3.4.9 Appendices
- 1.4 Meetings
- 1.4.1 A total of four meetings are anticipated for this effort. Meetings may include presentations to park staff or others.
- 1.5 AutoCAD Drawings
- 1.5.1 MCPA will measure and prepare the following drawings of the two buildings in AutoCAD:
    - 1.5.1.1 Site Plan (based upon Client-provided site survey or diagram based on

googlemaps)

- 1.5.1.2 Floor Plans (2)
- 1.5.1.3 Roof Plans (2)
- 1.5.1.4 Reflected Ceiling Plans (2)
- 1.5.1.5 Exterior Elevations (8)
- 1.5.1.6 Interior Elevations (12)
- 1.5.1.7 Building Sections (2)

1.5.2 One set of printed plans and a set of AutoCAD and PDF of the drawings will be provided. The as-built plans will reflect the conditions at the time of survey.

## 2.0 CONSULTANT TEAM

The consultant will include:

- JQ Infrastructure (Structural) (HUB)
- CCM Construction Services (Cost Estimating)

## 3.0 SCHEDULE

The following schedule is proposed:

Proposal to Client	August, 2022
Notice to Proceed	September, 2022
Prepare Report - Draft	October - January, 2023
Review of Draft HSR	February - March, 2023
Delivery of final HSR	April, 2023

## 4.0 COMPENSATION

McCoy Collaborative proposes to provide the services described herein for a lump sum fee of fifty-five thousand eight hundred dollars and no cents (\$55,800.00), including direct expenses.

Historic Structures Report	\$41,200
Base Drawings	\$14,600

### 4.1 Additional Services and Hourly Rates:

Fees for additional services not included in the Scope of Work shall utilize the following hourly rates. Additional architectural services shall be approved in writing by the Client prior to commencement of the work; such additional services shall be performed on an hourly basis at the following hourly rates:

Senior Principal	\$225
Principal	\$200
Senior Architect	\$175
Intermediate Architect	\$170
Architectural Historian / Intern	\$125

### 4.2 Billing:

Invoices shall be billed to the Client at the end of each month and reflect work completed during that month. The work completed will be based on a percentage of the



tasks noted above. Payment is due within 45 days from the date of your receipt of the invoice.

4.3 Reimbursable Expenses:

Reimbursable expenses shall be invoiced in addition to the fees noted above and include archival documents, digitizing of drawings or photographs and printing of documents. Other reimbursable expenses that are not anticipated are laboratory testing, construction probes or equipment such as lifts. Reimbursable expenses will be billed as Reimbursable Expenses at exact cost. One paper copy of the HSR is included in the fee. Additional paper copies of the HSR, if requested, can be provided as reimbursable expenses. We do not anticipate travel outside of the Metroplex for this project.

Allowance for Reimbursable Expenses \$ 500 (not to exceed without prior written approval)

5.0 LIMITATIONS

Limitations to the work are as follows:

- 5.1 Arrangements for access to the site (including use of ladders) will be provided by the Client.
- 5.2 Unsafe conditions that may exist at the building are not the responsibility of the Consultant.
- 5.3 The evaluation of the building and site does not include mechanical, electrical, plumbing, civil or hazardous materials asbestos, lead paint, etc.). A hazardous materials survey (if necessary) will be provided by the Client.
- 5.4 Client to provide digital copies of documents, drawings, historic photographs and other information to the Consultant for their use.
- 5.5 Historic research materials will be provided by the Client or are readily available; very limited additional research will be conducted.
- 5.6 Historic American Building Surveys (HABS) level drawings are not included. AutoCAD drawings will be simple plans and elevations to convey the size and configuration of the buildings.
- 5.7 A site survey is not included in this proposal and is to be provided by Client. If a site survey is not available, images from googlemaps or similar will be utilized to prepare a simple site plan diagram.
- 5.8 The proposal does not include architectural or engineering design services.
- 5.9 Landscape design, or selection of landscape plantings (trees, shrubs and flowers) are not included in this proposal.

With your authorization below, we are ready to begin work.

\_\_\_\_\_  
Authorization by:

\_\_\_\_\_  
Date:

Please contact me if you have any questions on this proposal.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Greg Johnston", with a long, sweeping flourish extending to the right.

Greg Johnston, AIA  
Principal  
McCoy Collaborative Preservation Architecture, PLLC  
3200 Main Street, #3.6  
Dallas, Texas 75226  
214 977-9118

## **EXHIBIT "B"**

### INFORMATION TO BE PROVIDED BY THE COUNTY

The County will make available to Firm 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**

Proposal to Client	August, 2022
Notice to Proceed	September, 2022
Prepare Report - Draft	October - January, 2023
Review of Draft HSR	February - March, 2023
Delivery of final HSR	April, 2023

**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 Firm McCoy Collaborative Preservation Architecture, PLLC  
Title of Officer Partner  
Signature of Officer [Signature]  
Date: 10/07/2022

ACKNOWLEDGMENT

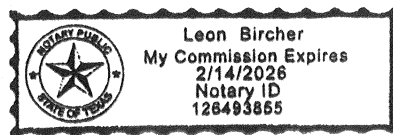
STATE OF TEXAS }  
COUNTY OF Dallas }

BEFORE ME, on this day personally appeared Gregory Johns, known to me (or proved to me on the oath of Tx DL or through expir 8-31-25 (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 7 day of October, 2022.

[Signature]  
Notary Public, State of Texas

Leon Bircher  
Printed Name



My Commission expires on the 14 day of February, 2026.