

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 TreanorHL Inc. dba Treanor Inc., a Kansas company, 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 prepare construction plans, specifications, details and special provisions and to perform other related Architectural services in connection with Priority 1 and 2 repairs for Confinement and Granary buildings at Myers Park Project, hereinafter referred to as the "Project"; 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. 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 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 "C". 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 "D", 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 "E" 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. 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:

Mr. Clarence Daugherty, P.E.
Director Collin County Engineering Department
4690 Community Ave. Ste. 200
McKinney, TX 75071

Collin County Purchasing
2300 Bloomdale #3160
McKinney, TX 75071

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

Treanor Inc.
2554 Elm Street Suite 200
Dallas, TX 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 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 "B" 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.


WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

Date: _____

By: _____
Michelle Charnoski, NIGP-CPP, CPPB
Purchasing Agent
Court Order No. _____

Date: 09/04/2024

(ARCHITECT NAME) TREANOR
By: 
Title: Greg Johnston Principal

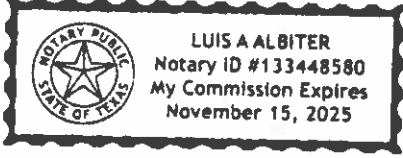
ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF COLLIN }

BEFORE ME, Luis A Albiter on this day personally appeared Gregory Johnston of Treanor, a _____ Corporation, known to me (or proved to me on the oath of N/A 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 4th day of September, 2024

Luis A Albiter
Notary Public, State of Texas



Luis A Albiter
Printed Name

My Commission expires on the 15th day of November, 2025.

STATE OF TEXAS }
COUNTY OF COLLIN }

BEFORE ME, _____ on this day personally appeared Michelle Charnoski, 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 _____ day of _____, 20__.

Notary Public, State of Texas

Printed Name

My Commission expires on the _____ day of _____, _____.

EXHIBIT "A"
SCOPE OF SERVICES

A scope of services was provided (attachment A by the end of this agreement) to Collin County for review and approval before the commencement of any work.

EXHIBIT "B"
PROJECT SCHEDULE

This agreement shall be effective upon execution by both parties and shall be in effect until the project is fully completed.

Refer to the attached schedule in attachment A by the end of this agreement, for deliverable/milestone dates. Actual deliverable/milestone dates may be subject to change based on delayed critical path task items that are outside of the control of the Architect and/or the County. A revised project design schedule will be provided by the Architect in the event that an adjustment is necessary.

EXHIBIT "C"
PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis based on a percentage of work completed at that time, and payments to the Architect will be made as follows:

A derivation of the total contract fee amount is list in Attachment A by the end of this agreement.

Fee

Tasks 1 – 4: <i>Project Research Phase, Construction Documents, Bidding and Negotiation & Construction Administration</i>	
Base Project / Priority Level 1	\$ 120,845
Priority Level 2	\$ 38,150
Task 5: Record Documents (Optional)	\$ 8,455

Reimbursable Expenses:

Reimbursable expenses are NOT anticipated, and are not included in the direct costs and thus will be invoiced at actual cost:

- 5.2.1 Printing, plotting and reproduction, beyond that required for internal uses and for meetings
- 5.2.2 Courier and delivery fees
- 5.2.3 Archival reproduction such as drawings, maps and photographs
- 5.2.3 Transportation and mileage outside the DFW area.

Hourly Rates for Additional Services:

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:

Principal in Charge	\$285
Senior Architect	\$195
Intermediate Architect	\$150
Architectural Historian / Intern	\$120
Admin	\$115

EXHIBIT “D”
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 "E"
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:

1.3.1 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.

Myers Park & Event Center
Attn: Bridell Miers, PE, CFM, Engineering Project Manager
Collin County Purchasing Department
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75071
Via email: Bmiers@co.collin.tx.us

August 06, 2024 R2

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

Dear Ms. Miers:

Treanor Inc. (formerly McCoy Collaborative) is pleased to submit this proposal to you and Collin County (Client) for preservation consulting services associated with the preservation and repair of 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 design and construction documents for the preservation and repair needs of the two structures.

The Confinement Building, originally located at the Collin County Poor Farm, and the Moore Granary, built in 1860 by Charles Moore and originally located at Heritage Farm in Chambersville, Texas, were relocated to Myers Park. A Historic Structure Report (HSR) was prepared for these two structures in 2023 by McCoy Collaborative, which will inform the preservation and repair of these structures. The buildings will continue to be viewed from the exterior only and no site improvements are anticipated other than to provide an accessible path to these structures. The County has provided historical background and information about the Confinement Building and Moore Granary and their maintenance and modifications over time.

1.0 SCOPE

The Condition Assessment prepared as part of the HSR in 2023 includes a number of recommendations, prioritized by Priority Level 1-3 based on their severity and need for immediate attention (active or dynamic deterioration, Priority Level 1), future attention (stabilized or static deterioration, Priority Level 2), or potential future attention (aesthetic and enhancements, Priority Level 3), and these are the basis for the scope of work. This proposal assumes Priority Level 1 work as base services and provides for *some* Priority Level 2 work as *identified by the County*. Priority Level 3 work is *not included*.

2.0 SERVICES

Basic Services will be provided as follows:

- 2.1 Task 1: *Project Research Phase*
 - 2.1.1 One site visit to confirm the conditions documented in the 2023 HSR (Site Visit #1).
 - 2.1.2 Additional research as needed.
 - 2.1.3 Identify *life safety* issues (*if any*).
 - 2.1.4 Scope of Work *has been established by the County from the HSR*.

- 2.1.5 Existing AutoCAD drawings prepared for the HSR will be used as base drawings for the project.
- 2.1.6 *Kick-off meeting with Collin County to discuss scope of work (Meeting #1).*

- 2.2 Task 2: Construction Contract Documents Phase
 - 2.2.1 Prepare detailed drawings using previously prepared AutoCAD drawings.
 - 2.2.2 Identify options, where applicable, for substitute materials, construction systems, and other design or conservation measures. Develop options, including relative cost analyses, to enable the Owner to make a final decision on the options.
 - 2.2.3 Develop 30% level Construction Documents for review and approval to include (based on the scope of work selected):
 - 2.2.3.1 Cover Sheet
 - 2.2.3.2 Floor Plans
 - 2.2.3.3 Roof Plans
 - 2.2.3.4 Exterior Elevations
 - 2.2.3.5 Sections and Details
 - 2.2.3.6 Interior Elevations
 - 2.2.3.7 Outline Specifications
 - 2.2.3.8 Estimate of Probable Construction Cost
 - 2.2.3.9 Documents for Priority Level 2 if selected
 - 2.2.4 Attend Meeting #2 at the site for review and approval of the 30% documents and scope of work; conduct field verification as needed (site Visit #2).
 - 2.2.5 Develop 90% level Construction Documents for review and approval to include (based on the scope of work selected):
 - 2.2.5.1 Cover Sheet
 - 2.2.5.2 Floor Plans
 - 2.2.5.3 Roof Plans
 - 2.2.5.4 Exterior Elevations
 - 2.2.5.5 Sections and Details
 - 2.2.5.6 Interior Elevations
 - 2.2.5.7 Project Manual (*Specifications*)
 - 2.2.5.8 Estimate of Probable Construction Cost
 - 2.2.5.9 Documents for Priority Level 2 if selected
 - 2.2.6 Attend Meeting #3 at the site for review and approval of the 90% documents and scope of work.
 - 2.2.5 Address comments on 90% Construction Documents submittal.
 - 2.2.8 Prepare 100% Construction Documents based upon approved 90% Construction Documents and other drawings *and project manual (specifications)*, if required (including Priority Level 2 work if selected).
 - 2.2.9 Submit 100% CD documents (signed and sealed) for bidding purposes, including Estimate of Probable Construction Cost (including Priority Level 2 work if selected).

- 2.3 Task 3: Bidding and Contract Award
 - 2.3.1 Assist Collin County with bidding, using a Competitive Sealed Proposal (CSP) process, or other bidding method as selected by the County to include:
 - 2.3.1.1 Respond to questions from bidders and issue Addenda as required.
 - 2.3.1.2 *Attend pre-bid meeting at the site (Meeting #4)*
 - 2.3.1.3 *Issue minutes of pre-bid meetings as part of an Addendum*
 - 2.3.1.4 *Assist Collin County in the evaluation of bids or proposals.*

- 2.4 Task 4: Construction Phase
 - 2.4.1 The Consultant team will provide Construction Administration phase services to include:
 - 2.4.1.1 Attend preconstruction meeting at the site (Meeting #5).
 - 2.4.1.2 Six site visits are included to evaluate the conformance of the work to the contract documents (Site Visits #6 - #10). A field report will be issued after each site visit. A five-month construction period is assumed.

- 2.4.1.3 Respond to Contractor Requests for Information.
- 2.4.1.4 Review submittals *and recommendations per Owner / Architect agreement.*
- 2.4.1.5 Review *and comment on* Contractor Schedules.
- 2.4.1.6 Review *and approve* Payment Applications *per Owner / Architect agreement.*
- 2.4.1.7 Participate in weekly conference calls with Contractor, if required.
- 2.4.1.8 Issue Architect’s Supplemental Instructions (ASIs) to clarify or revise the work as required *per Owner / Architect agreement.* Owner or Contractor changes requiring redesign will be provided as an additional service.
- 2.4.1.9 One site visit for punch listing the project upon Substantial Completion (Site Visit #9).
- 2.4.1.10 One final site visit to confirm completion (Site Visit #11).

- 2.5 Task 5: Record Documents (optional)
 - 2.5.1 Obtain Contractor’s field notes and mark-ups on field set of plans and specifications.
 - 2.5.2 Using the Contractor’s notes and mark-ups and the ASI’s, Proposal Requests, and RFI responses, incorporate changes into the digital drawing and specification files.
 - 2.5.3 Deliver Record Drawings to the Client for review.
 - 2.5.4 Deliver final Record Drawings.

3.0 CONSULTANT TEAM

The Consultant Team will include:
 CCM Construction Services – Cost Estimating
 JQ/IMEG – Structural

4.0 SCHEDULE

The following schedule is anticipated:

Notice to Proceed	September 2024
Task 1: <i>Project Research Phase</i>	October 2024
Task 2: Construction Documents	October – February 2025
Task 3: Bidding and Negotiation	March– May 2025
Task 4: Construction Administration	TBD, 5 months
Task 5: Record Documents	TBD, 1 month

5.0 FEES

- 5.1 Basic Services:
 For the Basic Services outlined above (Base Project / Priority One), the Client agrees to pay Consultant a fee of One-hundred twenty thousand eight hundred forty-five dollars (\$120,845), including direct expenses.
 If Priority Level 2 work is added, the Client agrees to pay Consultant an additional fee of Thirty-eight thousand one hundred fifty dollars (\$38,150), including direct expenses.

Fee

Tasks 1 – 4: <i>Project Research Phase, Construction Documents, Bidding and Negotiation & Construction Administration</i>	
Base Project / Priority Level 1	\$ 120,845
Priority Level 2	\$ 38,150
Task 5: Record Documents (Optional)	\$ 8,455

- 5.2 Reimbursable Expenses:
 Reimbursable expenses are NOT anticipated, and are not included in the direct costs and thus will be invoiced at actual cost:
 - 5.2.1 Printing, plotting and reproduction, beyond that required for internal uses and for meetings

- 5.2.2 Courier and delivery fees
- 5.2.3 Archival reproduction such as drawings, maps and photographs
- 5.2.3 Transportation and mileage outside the DFW area.

5.3 Hourly Rates for Additional Services:

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:

Principal in Charge	\$285
Senior Architect	\$195
Intermediate Architect	\$150
Architectural Historian / Intern	\$120
Admin	\$115

6.0 LIMITATIONS

- 6.1 Arrangements for access to the site will be provided by the Client.
- 6.2 Building code compliance and accessibility/TAS or ADA compliance is not included nor anticipated due to the nature of the maintenance and repair work associated with this project.
- 6.3 Mechanical, Electrical and Plumbing engineering are not anticipated and not included.
- 6.4 Fees included herein for Priority Level 2 assume this work will be done concurrently with Base Project / Priority Level 1 work. If Priority Level 2 work is selected independent of Base Project / Priority Level 1 work, fees for these will have to be revised.
- 6.5 Landscape architecture services are not anticipated and not included.
- 6.6 Renderings are not included but can be provided as an Additional Service.
- 6.7 Unsafe conditions at the project site are not the Consultant’s responsibility.
- 6.8 Hazardous materials reports will be provided by the Client.
- 6.9 If construction duration exceeds 6 months, additional services will be provided on an hourly basis.

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

Sincerely,



Greg Johnston AIA
PRINCIPAL
 Treanor
 gjohnston@treanor.design
 d 214.310.1018
 c 214.449.2595

Accepted By:
[Facility]

Owner _____ Date _____
 Title _____