

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

COLLIN COUNTY

AND

BROADDUS & ASSOCIATES INC.

Collin County (hereinafter referred to as "County" or "Owner", as defined herein), a political subdivision located at 2300 Bloomdale Rd. Ste. 3160 McKinney, TX 75071, and Broaddus & Associates Inc. (hereinafter referred to as "Construction Manager-Agent" or "CMA" as defined below), located at 1301 S. Capital of Texas Highway, Suite A302, Austin, TX 78646, enter into the following agreement for construction management-agent services (hereinafter referred to as the "Agreement") pursuant to Tex. Gov't Code Ann. Ch. 2269, Subch. E, Construction Manager-Agent Method, to be effective as of the Effective Date (as defined below). Nothing in this Agreement shall be interpreted or construed to make Contractor (as defined below) a third-party beneficiary hereunder.

RECITALS

WHEREAS, COLLIN COUNTY has determined that it requires programming and project management services of a consultant for its Construction Projects located in McKinney, Texas; and

WHEREAS, in reliance upon the representations made by CMA in its response to Collin County's Request for Qualifications, RFQ 2022-262, dated August 25, 2022, Collin County has determined CMA has demonstrated its competence and qualifications to provide the requested services; and

WHEREAS, CMA has agreed to provide the services contemplated hereunder; and

WHEREAS, COLLIN COUNTY has agreed to compensate CMA for these services, as provided herein;

NOW, THEREFORE, in consideration of the mutual promises, commitments and representations herein it is hereby agreed as follows:

1. DEFINITIONS.

1.1. *Construction Manager-Agent or CMA or Provider* means Broaddus & Associates Inc., the service provider engaged hereunder as Collin County's fiduciary agent to assist the County with management and coordination of the overall design and construction program for the County Construction Projects. The County will separately procure the professional design services of an Architect/Engineer for each of these Projects to prepare the Construction Documents for each respective Project. Therefore, and for purposes of clarity, the use of the title "Construction Manager-Agent" to describe the undersigned service provider is not intended to characterize such service provider as a construction manager-agent for a single project, as is contemplated by Tex. Gov't Code Ann. Ch. 2269, Subch. E; but rather it is intended to describe the service provider's role as a program manager for a series of construction projects to assist the County with services procured in the same manner as provided in Tex. Gov't Code Ann. Ch. 2254, Subch. A, for management and coordination of the overall design and construction program for all of the County Construction Projects.

1.2. *Effective Date* means the latest date of execution set forth below the signatures of the parties' duly authorized officers, as shown on the last page of this Agreement.

2. SCOPE OF SERVICES.

CMA will perform construction management and coordination services, which adhere to and include, but are not limited to, all required federal contract provisions as required of any federally funded work (see Attachment B). These services will include, but are not limited to:

2.1 Pre-Design Services:

- 2.1.1 Assist County staff in reviewing previously completed preliminary designs and preparing this information for potential bidders.
- 2.1.2 Assist County staff and the selected design consultant in the prioritization and scheduling of the project phases.
- 2.1.3 Prepare any Condition Assessment Reports of existing facilities that may be required.
- 2.1.4 Assist in developing an expeditious dispute resolution process for consultants or contractors or sub-contractors for issues raised.

2.2 Design-Phase Services:

- 2.2.1 Review projects' scope, budget, and goals.
- 2.2.2 Validate the project budgets and resolve discrepancies.
- 2.2.3 Develop an overall management strategy to monitor and review design schedules, professional services for architects, engineers, and consultants (or "A/E") payment tracking, estimated project costs, compliance with the defined project scope, design function and building quality and compliance with project guidelines for each project.
- 2.2.4 May assist County staff in the solicitation and selection process for professional services for architects, engineers, and consultants per Collin County, State of Texas and Federal grant requirements.
- 2.2.5 Monitor and direct information supplied by Collin County to the commissioned design consultants pertaining to available site surveys and conditions, as-built drawings, utility information, etc.
- 2.2.6 Attend and conduct meetings necessary for coordination of project information.
- 2.2.7 Be responsible for anticipating and reporting schedule problems and conflicts.
- 2.2.8 Develop and/or review phasing plans for Construction phases to minimize disruptions of County operations
- 2.2.9 Provide technical reviews by engineering disciplines. (this should not be considered a peer-review)

- 2.2.10 Analyze and validate construction cost estimates to confirm the type of systems, equipment and materials selected are appropriate. Recommend and obtain adjustments as necessary to maintain budget.
- 2.2.11 Monitor submittals to and obtain approvals and permits necessary by all regulatory agencies and local authorities having jurisdiction. Take action to maintain the project timeline.
- 2.2.12 Provide periodic reports that summarize project estimates, scope changes, project progress and other significant project information.
- 2.3 Procurement & Award Phase Services:
 - 2.3.1 Prepare preliminary schedules, confirm A/E's final construction cost estimates and assist in the preparation of procurement packages for distribution by Collin County.
 - 2.3.2 Assist in conducting pre-procurement conferences (pre-bid meeting, pre-proposal conferences, etc.)
 - 2.3.3 Assist in procurement evaluations.
 - 2.3.4 Assist in contract preparation and award, or redesign and re-procurement if budget is exceeded
 - 2.3.5 Assist in conducting pre-construction conferences and site visits, and develop final schedules in conjunction with each successful contractor.
- 2.4 Construction Phase Services:
 - 2.4.1 Coordinate planned activities for each Project with all departments participating in the process.
 - 2.4.2 Provide continuous project management, scheduling, payment tracking and monitoring.
 - 2.4.3 Provide appropriate on-site representation
 - 2.4.4 Coordinate and assist in providing technical consultations
 - 2.4.5 Expedite communications and documentation for all submittals including payment requests, change orders, and record drawings
 - 2.4.6 Facilitate Dispute Resolution Process
 - 2.4.7 Monitor and facilitate all applicable and required regulatory requirements and approvals, to include but not be limited to Davis-Bacon Act and DBE program compliance
 - 2.4.8 Be responsible to Collin County for all activities related to the construction and rehabilitation projects as assigned
- 2.5 Post-Construction Services
 - 2.5.1 Manage and expedite punch-list process

- 2.5.2 Assist in securing operation and maintenance manuals and record documents. Record documents shall be in electronic format compatible with the Collin County GIS database, in AutoCAD format, and in mylar reproducible
- 2.5.3 Schedule and coordinate start-up activities, including personnel training
- 2.5.4 Prepare final reports for each facility, including project history and current status
- 2.5.5 Conduct post-occupancy evaluations at six and twelve month periods after final completion of the project, including accessibility standard post-completion inspections. Recommend corrective actions and report outstanding issues
- 2.5.6 Expedite final project closeout and approval for final payment(s), and assist in any post-construction dispute resolution as necessary

3. DOCUMENTS INCORPORATED BY REFERENCE.

The parties agree that this contract, Request for Qualifications No. 2022-262 (RFQ), Addenda, Clarifications, Proposal, and Negotiated Fee Schedule (including the Schedules, exhibits and any attachments hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Contract and supersedes all previous communications, representations, understandings and agreements, either oral or written between the parties with respect to said subject matter. Change Orders issued hereafter, and any other amendments executed by the Owner and Provider, shall become and be a part of this Contract. The order of precedence is RFQ, Addenda No. 1, 2, Clarifications, Fee Schedule, Contract, and Proposal. Any conflict with the Providers Executed Bid Form and the Request for Qualifications, Plans and other contract documents prepared by the County shall be construed in favor of the contract documents prepared by the County.

4. TERM OF CONTRACT.

4.1 Term. This Agreement shall be effective as of the Effective Date and shall terminate on **May 31, 2025**, unless extended by the parties by amendment to this Agreement or terminated earlier.

4.2 Contract Termination. The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to CM-A. In the event of such termination without cause, Provider shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Provider in connection with this Agreement. Provider 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, Provider 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.

5. COMPENSATION AND METHOD OF PAYMENT.

The parties agree that PROVIDER shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Pricing Schedule attached hereto as "Exhibit A" and thereby made a part of this Agreement. Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251 when the PROVIDER satisfies the following conditions:

- 5.1 PROVIDER will bill for services performed in accord with this contract;
- 5.2 PROVIDER will send a/an (monthly, if applicable) invoice to Collin County, Accounts Payable, 2300 Bloomdale Rd, Suite 3100, McKinney, TX 75071;
- 5.3 PROVIDER's invoice will detail the services provided;

6. INDEMNIFICATION.

To the fullest extent permitted by law, the PROVIDER and his sureties shall indemnify, defend and hold harmless the COUNTY and all of its, past, present and future, officers, agents and employees from all suits, cause of action, claims, liabilities, losses, fines, penalties, liens, demands, obligations, actions, proceedings, of any kind, character, name and description brought or arising, on account of any injuries or damages received or sustained by any person, destruction or damage to any property on account of, in whole or part, the operations of the PROVIDER, his agents, employees or SubProviders; or on account of any negligent act or fault of the PROVIDER, his agents, employees or SubProviders in the execution of said Contract; failing to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body including those dealing with health, safety, welfare or the environment; on account of the failure of the PROVIDER to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with cost, which may be obtained against the COUNTY growing out of such injury or damage. In no event shall COUNTY be liable to PROVIDER for indirect or consequential damages or loss of income or profit irrespective of the cause, fault or reason for same. PROVIDER'S duty to indemnify herein shall not be limited by any limitation on the type or amount of damages payable by or for PROVIDER or any SubProvider under workman's compensation acts, disability benefit acts or any other employee benefit acts.

In addition, the PROVIDER likewise covenants and agrees to, and does hereby, indemnify and hold harmless the COUNTY from and against any and all injuries, loss or damages to property of the COUNTY during the performance of any of the terms and conditions of this Contract, arising out of or in connection with or resulting from, in whole or in part, any and all alleged acts or omissions of officers, agents, servants, employees, PROVIDERs, SubProviders, licenses or invitees of the PROVIDER.

The rights and responsibilities provided in this indemnification provision shall survive the termination or completion of this Contract.

7. AGENCY-INDEPENDENT CONTRACT.

PROVIDER is an independent Provider. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

8. MISCELLANEOUS PROVISIONS.

8.1 FINANCIAL INTEREST IN ANY CONTRACT BY COUNTY'S OFFICERS, EMPLOYEES OR AGENTS.

No officer, employee or agent of the COUNTY shall have a financial interest, direct or indirect, in any contract with the COUNTY or be financially interested, directly or indirectly, in the sale to the COUNTY of any land, materials, supplies or services, except on behalf of the COUNTY as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the COUNTY shall render the contract involved voidable by the COUNTY.

8.2 SERVICE OF NOTICES.

The COUNTY and the PROVIDER shall each designate addresses where all notices, directions or other communication may be delivered or to which they may be mailed.

Notices to the surety or sureties on contract bonds shall be directed or delivered to the home office, or to the agent or agents who executed the bonds on behalf of the surety or sureties, or to their designated agent for delivery of notices.

Actual delivery of any such notice, direction or communication to the aforesaid places or depositing it in a postpaid wrapper addressed thereto in any post office regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The designated addresses may be changed at any time by an instrument in writing executed by the party changing the addresses and delivered to the other party.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction or communication upon the above parties personally or, if the PROVIDER be a corporation, upon any officer or director thereof.

8.3 UNLAWFUL PROVISIONS DEEMED STRICKEN.

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.

8.4 ALL LEGAL PROVISIONS INCLUDED.

It is the intent and agreement of the parties to this contract that all legal provisions of law required to be inserted herein shall be and are inserted herein. If through mistake or oversight, however, any such provision is not herein inserted, or is not inserted in proper form, then upon application of either party, the contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

8.5 ASSIGNMENTS.

The PROVIDER shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the COUNTY.

The PROVIDER shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or its claim thereto without the prior written consent of the surety company and the written approval of the COUNTY.

The approval of the COUNTY of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the COUNTY of any assignment, transfer or conveyance shall not operate to release the PROVIDER or surety hereunder from any of the Contract and bond obligations, and the PROVIDER shall be and remain fully responsible and liable for the defaults, negligent acts and omissions of his assignees, their agents and employees, as if they were his own.

8.6 STATE AND LOCAL SALES AND USE TAXES.

The COUNTY qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the PROVIDER shall not pay such taxes which would otherwise be payable in connection with the performance of this Contract.

The PROVIDER shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of:

- A. all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- B. all materials, supplies, equipment and other tangible personal property used or consumed by the PROVIDER in performing the Contract with the COUNTY. Materials and supplies "used in the performance of a contract" include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the Contract with the COUNTY are not included in the exemption.

Under "reasons said purchaser is claiming this exemption" in the exemption certificate, the PROVIDER must name the COUNTY and the project for which the equipment, material and supplies are being purchased, leased or rented.

8.7 VENUE AND GOVERNING LAW.

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract, and that the exclusive venue for any legal proceeding involving this Contract shall be in Collin County, Texas.

8.8 NO WAIVER OF LEGAL RIGHTS.

Inspection by the COUNTY; any order, measurement, quantity or certificate by the County; any order by the COUNTY for payment of money; any payment for or acceptance of any work; or any extension of time or any possession taken by the COUNTY shall not operate as a waiver of any provisions of the contract or any power therein reserved to the COUNTY of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The COUNTY reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract Documents. The COUNTY reserves the right to recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the Work resulting from such error, dishonesty or collusion by the PROVIDER or his agents, discovered in the Work after the final payment has been made.

Neither final acceptance of the Work, nor final payment shall relieve the PROVIDER of responsibility for faulty materials or workmanship, and the PROVIDER shall promptly remedy any defects due thereto and pay for any damage to other work resulting therefrom. Likewise, neither final acceptance nor final payment, nor partial or entire use or occupancy of the work by the COUNTY shall constitute acceptance of work not done in accordance with the Contract Documents or relieve PROVIDER of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship, whether same be patently or latently defective.

8.9 OBLIGATION TO PERFORM FUNCTIONS.

Any failure or neglect on the part of COUNTY or inspectors to enforce provisions herein dealing with supervision, control, inspection, testing or acceptance and approval of the work shall never operate to relieve PROVIDER from full compliance with the Contract Documents nor render COUNTY liable to PROVIDER for money damages, extensions of time or increased compensation of any kind.

8.10 SUCCESSORS AND ASSIGNS.

Subject to the limitations upon assignment and transfer herein contained, this contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

8.11 HEADINGS.

The title and headings contained in the Contract Documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope of intent of any of the provisions of this Contract.

8.12 INTERPRETATIONS.

Although this Agreement is drafted by the COUNTY, Collin County, should any part be in dispute, the parties agree that this Agreement shall not be construed more favorable for either party. No rule of construction requiring that ambiguities in this Contract shall be construed more favorably for either party shall apply.

8.13 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.

8.14 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.

9. **PARTIES ADDRESSED.**

County Administrator
Bill Bilyeu
2300 Bloomdale Ave.
Suite 4192
McKinney, TX 75071

Purchasing
Attn: Michelle Charnoski, Purchasing Agent
2300 Bloomdale Ave.
Suite 3160
McKinney, TX 75071

Provider:
Attn: Vince Yauger, Associate Vice President
Broaddus & Associates, Inc.
1301 S. Capital of Texas Highway
Suite A302
Austin, TX 78646

10. **COMPLETE CONTRACT.**

10.1 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 Provider.

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

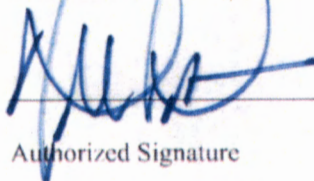
APPROVED on this day the 15 day of December, 2022, by
Commissioners Court Order No. 2022-0253-11-21.

COLLIN COUNTY
STATE OF TEXAS



Michelle Charnoski
Purchasing Agent


PROVIDER


Authorized Signature

ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF Midland }

BEFORE ME, Linda D. Oneal on this day personally appeared Mark LeMaster, of _____, a Planning Corporation, known to me (or proved to me on the oath of Brenndas or through Driver's License (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.

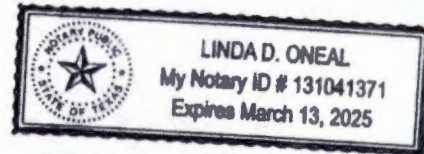
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14 day of December, 2022.

Linda D. Oneal

Notary Public, State of Texas

Linda D. Oneal

Printed Name



My Commission expires on the 13 day of March, 2025

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.

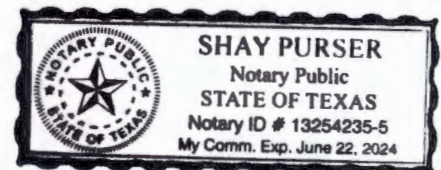
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of December, 2022.

Shay Purser

Notary Public, State of Texas

Shay Purser

Printed Name



My Commission expires on the 22 day of June, 2024

EXHIBIT "A"

SCOPE OF SERVICES AND FEE SCHEDULE

A scope of services will be provided to Collin County for review and approval before the commencement of any work.

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

Note PDRI Billing: 33% at SD, 67% at close of DD.



1 November 2022

Bill Burke
Director of Construction and Planning
Collin County

RE: Broaddus & Associates Proposal
PM Services for Collin County Bond Program

Dear Mr. Burke,

Thank you for the opportunity to provide a proposal to Collin County for Project Management services on your bond management program. The scope of services associated with this proposal is identified in the associated request for proposal and the Broaddus & Associates proposal dated 25 August 2022.

Broaddus will provide the following Project Management (PM) services for this project:

- Provide leadership and management of the project by providing, resource coordination, communication, conflict resolution, and oversight / quality monitoring.
- Includes project management services through all phases of work (design, preconstruction, construction, and building activation).
- Monitor the project budget and schedule to assure compliance with approved budget and project goals. Develop detailed budget formats to track expenditures in collaboration with departmental procedures. Review project expenditures for consultant services, service contracts, construction pay applications, and Owner-provided technical services (e.g., geo-tech, survey, TAB, audit, forensics, etc.).
- Ensure compliance with Collin County Regulations, State Statutes, Federal Regulations and Laws on all projects under Collin County management. Ensure that operations are efficient and cost effective, that assets are safeguarded, and that financial information is reliable.
- Primary project liaison for stakeholder management for all project activities, from project initiation; scope, budget and schedule definition; execution; turn-over and reporting.
- Monitor and manage the relationship between Collin County staff, consultants, and contractor. Creatively resolve conflicts between project stakeholders to ensure project goals are met.
- Monitor and evaluate performance of professional service contractors.
- Stay current in Codes and Regulations applicable to design and construction, including International Building Codes, NFPA 101, TDLR, OSHA, ADA, ASHRAE 90.1, SWPPP, and any special requirements of the building type or the local jurisdictions.
- Other duties as assigned.

The timeframe of this engagement will be as follows:

Design/Permitting Dec 2022 – Nov 2023
Bid/Construction Dec 2023 – May 2025

For this engagement we anticipate to provide the following staffing and services:

- Project Executive to provide leadership and support to our project team
- Project Director to serve as the main point of contact to Collin County, and direct the project team.
- Project Manager for the Parking Garage and Medical Examiner facility projects to serve full time during construction and bidding activities.
- Senior Project Manager to provide subject matter expertise.
- Project Coordinator to provide administrative support to project team.

- Comprehensive monthly reviews of contractor provided schedules.
- Review of pricing developed for major design deliverables.
- Completion of Project Definition Rating Index (PDRI) on major design deliverables.

The fee for these services will be billed in accordance with the following schedule:

Design/Permitting	\$19,000/month
Bid/Construction	\$50,000/month
Pricing Review	\$12,800 (progress billing)
Schedule Review	\$15,500 (progress billing)
PDRI	\$ 5,000 (progress billing)

Please let me know if anything further is required to continue this engagement. Thank you again for your consideration and trust in our team; we look forward to serving Collin County.

R



N

Region Vice President

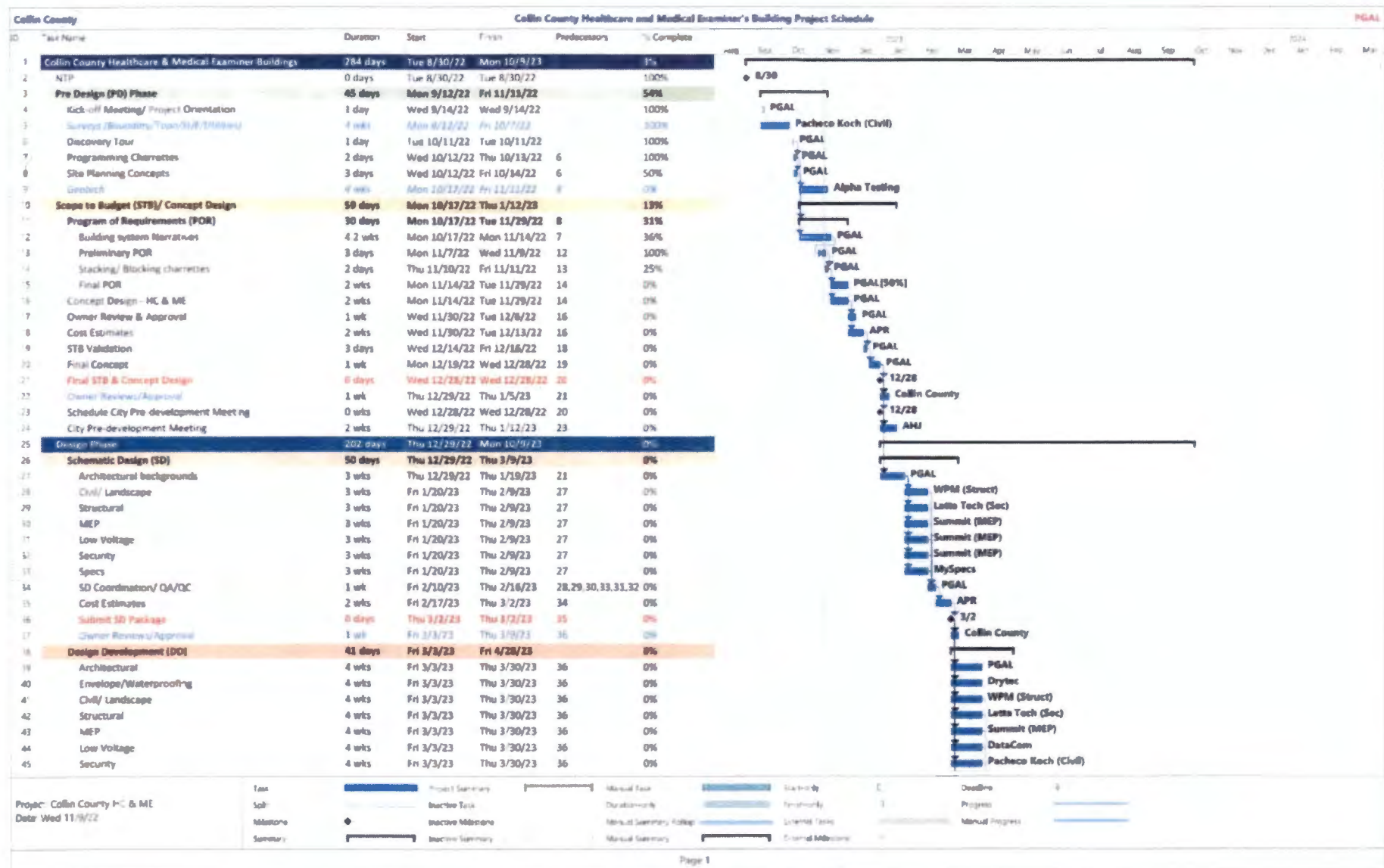
cc: Scot Sanders
Scott Broaddus

EXHIBIT "B"

INFORMATION TO BE PROVIDED BY THE COUNTY

The County will make available to Construction Manager-Agent 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





PCAS

Project: Collis County HC & I/M
Date: Wed 11/9/22

Manual loss		Scarcity
Deadweight		Scarcity
Manual inventory (total)		Scarcity
Manual inventory		Scarcity

Deadline:

Project: [www.siemens-project.com](#)

Market Process: [www.siemens-project.com/market-process](#)

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 Provider

MARK LEEMASTER

Title of Officer

VICE PRESIDENT

Signature of Officer

[Signature]

Date:

14 DEC 2022

ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF Midland }

BEFORE ME, on this day personally appeared Mark Leemaster, known to me (or proved to me on the oath of _____ or through Driver License (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.

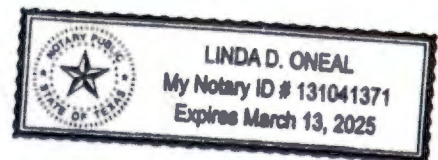
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14 day of December, 2022.

Linda D. O'Neal

Notary Public, State of Texas

Linda D. O'Neal

Printed Name



My Commission expires on the 13 day of March, 2025.