



January 12, 2026

Mr. Sandeep Kathuria, AIA
Collin County | Director of Building Projects
2300 Bloomsdale Rd., Ste 3160
McKinney, TX 75071

Re: Collin County Healthcare Building- Proposal for Design services for adding new sidewalks along Community Ave. & Additional Area Lighting Upgrades & Photometric Study at existing Administration Bldg.

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

Dear Mr. Kathuria:

As per the County's request to design the following:

Westwood Civil Eng, will provide design for a new sidewalk along Community Avenue, please find our fee proposal for civil engineering services. The scope of Work is noted in the attached Westwood's proposal 'Attachment A- Scope of Services & Fee schedule"
Our lump sum fee will include coordination and consultant management and Survey and Civil engineering design as noted in Westwood's proposal:

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

Summit Consultants Inc will provide electrical/lighting design engineering services regarding the existing pole lighting associated with the existing Jack Hatchell Collin County Admin Building. The scope of Work is noted in the attached Summit's proposal 'Attachment B- Scope of Services & Fee schedule"

- 1) Replacement of existing pole mounted area lighting (parking lot/driveway) with new LED lighting to match the new healthcare facility pole lighting design.
- 2) Revision of existing lighting control design to coordinate with healthcare facility control system.
- 3) Provision of updated photometric documents in accordance with the City of McKinney's codes and ordinances.
- 4) Development of a COMcheck in accordance with the City of McKinney's adopted codes and amendments.

Summit's completion of Design Development Fee:	\$ 4,800
Summit's completion of Construction Documents Fee:	\$ 3,840
Summit's completion of Construction Administration Fee:	\$ 960
Westwood Civil Engineering design Fee:	\$ 5,500
PGAL management and coordination Fee:	\$ 2,300
Total lump sum fee:	\$11,800

Reimbursable expenses for travel and reprographics will be billed at 1.1 actual costs and is estimated not to exceed \$2,500. City permit fees will be billed at cost.

Terms and conditions shall be the same as in accordance with our original agreement. Thank you for the continued opportunity to serve Collin County. Please contact me at 469.274.2685 should you have any questions or comments regarding this additional services fee proposal.

Sincerely,



Tim Konganda, AIA
Principal

CC: Accounting, File – PGAL



PROJECT CHANGE ORDER TO PROFESSIONAL SERVICES AGREEMENT

PROJECT TITLE (the “Project”): Collin County Healthcare Facility
CLIENT NAME: PGAL Architects
DATE OF CHANGE ORDER: December 30, 2025 (Revised)
PROJECT CHANGE ORDER NO.: 02R1
PROJECT LOCATION: Texas
PROJECT NUMBER: R0041092.00

This Project Change Order between Client and Westwood is set forth pursuant to our Professional Services Agreement executed on **April 20, 2023**. The purpose of this Project Change Order is to modify the conditions, deliverables, schedule, and/or the scope of work as set forth herein.

I. Contract Documents

This Project Change Order, the Project Work Order to which this Project Change Order applies, and the Professional Services Agreement comprise the contract documents.

II. Project Description

Please see Attachment A.

III. Deliverables

Please see Attachment A.

IV. Schedule

Notice to Proceed is understood to be this Project Change Order signed, dated, and fully executed by both parties.

V. Project Change Order Attachments:

- Attachment A – Scope and Fees
- Attachment B – Site Exhibit

VI. Payment

1. The estimated Westwood cost/total fee for this Project Change Order is: \$5,500.00
2. Because of this Project Change Order, the total estimated Westwood cost/fee is now \$96,900.00.

Westwood

ACCEPTED AND AGREED:

CLIENT:
PGAL Architects

WESTWOOD:
Westwood Professional Services, Inc.

(Signature)

(Signature)

(Name – Printed)

(Name – Printed)

(Title)

(Title)

(Date)

(Date)

Westwood

Attachment A – Scope of Services & Fee Schedule

Westwood will provide professional engineering services to extend the sidewalk along Community Avenue approximately 800 LF from the southern termination point of the sidewalk for the Mental Health project south to the entrance to the County Administration Building located approximately 600 LF north of the intersection of Community Avenue and Bloomdale Road.

Civil Engineering Services (Site Design)

SITE PAVING PLAN

Westwood will prepare construction plans and details for the proposed sidewalk extension. Plans will include paving, erosion control and grading plans. Sheets may be combined. Paving section designs are to be based on recommendations included in a current Geotechnical Report to be provided by the Owner.

Included in this item:

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

Not included in this item:

- Design of any off-site paving improvements, street extensions or widening.
- Design and detailing of other site improvements including, screening walls, light pole bases, transformer or generator pads, hardscape features, pavers, and site signage.
- The detailed layout of walks and hardscape area, including scoring patterns are not included.

We propose that the total fee of our current contract be *increased by a lump sum* to cover personnel expenses involved in these changes as follows:

Civil Engineering Services (Site Design)

Service	Description	Fee
SD	Site Paving Plan	\$ 5,500.00
	TOTAL	\$ 5,500.00

Terms and conditions shall be the same as per our original agreement.

CAB/jmc
2477-22.573_Change Order02R1

Attachment B





1300 SUMMIT AVENUE, SUITE 500
FORT WORTH, TEXAS 76102
4144 N. CENTRAL EXPRESSWAY, SUITE 635
DALLAS, TEXAS 75204
WWW.SUMMITMEP.COM

December 19, 2025

PGAL
14135 Midway Rd Suite G-200
Addison, TX 75001

Attn.: Tim Konganda

Re: Collin County Healthcare – Area Lighting Upgrades and Photometrics

Summit Consultants, Inc. (Summit) is pleased to offer the following proposal for the provision of engineering services for the referenced project.

SCOPE OF SERVICES:

BASIC SERVICES

Summit will provide electrical/lighting design engineering services regarding the existing pole lighting associated with the existing Jack Hatchell Collin County Administration Building located at 2300 Bloomdale Rd First Floor, McKinney, TX 75071.

This proposal is based upon the following project scope:

- 1) Replacement of existing pole mounted area lighting (parking lot/driveway) with new LED lighting to match the new healthcare facility pole lighting design.
- 2) Revision of existing lighting control design to coordinate with healthcare facility control system.
- 3) Provision of updated photometric documents in accordance with the City of McKinney's codes and ordinances.
- 4) Development of a COMcheck in accordance with the City of McKinney's adopted codes and amendments.

Basic Services will include the review of submittals and shop drawings for equipment and systems designed and/or specified by Summit.

Basic Services will include up to (1) site observation(s) by Summit before construction. Design phase or construction observation site visits beyond those specified in the basic scope of services are additional services.

Job site observations during construction shall consist of a visual observation of materials, equipment or construction work for the purpose of ascertaining that the work is in substantial conformance with the design intent of the contract documents. Others shall not rely upon

jobsite review by the Engineer as an acceptance of the work, nor shall it be construed to the relieve the Contractor in any way from his obligations and responsibilities under the construction contract.

Drawings will be prepared using AutoCAD or Autodesk Revit Building Information Modeling (BIM) software. Summit’s Revit model detailing will be to the level detailed by AIA documents AIA E203-2013, AIA G201-2013 and AIA G202-2013 to level of development (LOD) 300 and is developed for the sole use of Summit to prepare the project deliverable two-dimensional drawings that will be submitted for permit and used for construction. Components and devices shown in the model are located for Summit’s use only and will not be relocated for use by others. Components and devices in Summit’s Revit model will be offset for two-dimensional drawing clarity and will not be coordinated or relocated for model clash/conflict resolution. The Revit model prepared by Summit Consultants, Inc. shall not be shared, sent to, transmitted to or in any means accessible to any contractor without the written permission of Summit Consultants, Inc.

DESIGN DELIVERABLES

- 95% Final Review Set
- Issue for Permit/Construction

DESIGN SCHEDULE

This proposal is based upon the following project schedule:

- 1 Month Contract documents (NTP through Construction Documents)
- 1 Month Bidding & Permitting
- 2 Months Construction

ADDITIONAL SERVICES (IF REQUESTED)

See “Attachment C” for additional design services not included in the basic scope of services.

ITEMS TO BE PROVIDED BY CLIENT:

Provide a copy of the client’s agreement with the owner, known as the Prime Agreement (from which compensation amounts may be deleted) if Summit’s obligations and liabilities are affected by the Prime Agreement.

Provide building and site base plans in AutoCAD R14 or higher, or Revit model for use by Summit in preparation of engineering drawings.

Perform or provide all required printing of plans and specifications for design coordination, submittal for code review, and bid packages.

Provide PDF files of all design team check sets, coordination and milestone issues.

Advise Summit of the applicable building and design standards/design criteria. This includes but is not limited to special occupancy classifications, building type and other special code related considerations.

Provide a design schedule for the project and advise Summit of any revisions to the schedule which may occur.

COMPENSATION FOR ENGINEERING SERVICES:

Summit Consultants will be paid for Basic Services the stipulated sum of \$9,600, plus reimbursable expenses times 1.1.

Compensation for other Additional Services will be on the basis of direct salary cost times 2.9 plus reimbursable expenses times 1.1. Please see Attachment B **Hourly Billing Ranges** for current total billing ranges for Summit personnel.

Statements for services will be submitted monthly and will be due upon receipt.

The Basic Services fee payment schedule will be based upon a monthly estimate of completion of the work, not to exceed the following amounts at the specified phases of the project:

PHASE	AMT. DUE	BASIC SERVICES ACCUMULATED FEE TOTAL
Completion of Design Development	\$4,800	\$4,800
Completion of Construction Documents	\$3,840	\$8,640
Completion of Construction Administration	\$960	\$9,600

Additional Services fees will be billed monthly based on the percentage of completion of the Additional Service.

TERMS AND CONDITIONS:

Work under this proposal will be performed in accordance with Attachment A **Terms and Conditions for Professional Services**, dated May 29, 2025.

FORM OF CONTRACT:

If this proposal meets with your approval, please sign where indicated and return an executed copy for our files. We deeply appreciate this opportunity to be of service and look forward to working with you on this project.

Sincerely,

SUMMIT CONSULTANTS, INC.

Accepted:

PGAL



Andrew Murphy, PE
Associate

Tim Konganda, AIA, NSSA AP
Principal

**TERMS AND CONDITIONS
FOR
PROFESSIONAL SERVICES**

DEFINITIONS: The term CLIENT as used herein refers to **PGAL**. The term ENGINEER refers to **Summit Consultants, Inc.**, its employees and agents and its subcontractors. The AGREEMENT consists of these Standard Terms and Conditions, the proposal letter by ENGINEER, the AIA Standard Form of AGREEMENT Between Architect and Engineer, Purchase Order, or other legal form of authorization by CLIENT. WORK is defined as professional services performed by ENGINEER under the terms of the AGREEMENT.

ARTICLE 1: PROPOSALS

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

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

ARTICLE 2: INSURANCE

2.1 Coverage: ENGINEER shall provide to CLIENT certificates of insurance if requested which shall show proof of the following levels of minimum coverage:

Commercial General Liability	
General Aggregate	\$2,000,000
Workers' Compensation	
Each Accident	\$1,000,000
Automobile Liability	
CSL	\$1,000,000
Professional Liability	
Annual Aggregate	\$3,000,000

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ARTICLE 3: EXPENSES

3.1 Reimbursable Expenses: Reimbursable expenses will include:

- Travel outside of Tarrant or Dallas counties.
- Hotel, motel, airfare, meals, and transportation costs when outside Tarrant or Dallas counties.

ARTICLE 4: CHANGES

4.1 Regulatory Changes: In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this AGREEMENT after the date of execution of this AGREEMENT, the increased or decreased cost of performance of the services provided for in this AGREEMENT and subsequent proposals shall be reflected in an appropriate proposal amendment.

4.2 Scope Revisions: Changes in the scope of the WORK initiated by CLIENT that result in a change in the time or cost to the ENGINEER to provide services under the AGREEMENT shall result in a mutually acceptable modification to the time and compensation levels in the AGREEMENT. Such changes shall be made in writing as an amendment to the AGREEMENT.

ARTICLE 5: DUTIES

5.1 Changed Conditions: The CLIENT shall rely on the ENGINEER'S judgement as to the continued adequacy of the AGREEMENT in light of occurrences or discoveries that were not originally contemplated by or known to the ENGINEER. Should the ENGINEER call for contract renegotiation, the ENGINEER shall identify the change conditions necessitating renegotiation and the ENGINEER and the CLIENT shall promptly and in good faith enter into renegotiation of this AGREEMENT. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the AGREEMENT.

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

5.3 Construction Observation: If required by the AGREEMENT, ENGINEER will furnish General Representation During Construction according to the scope defined for these services. ENGINEER will visit the job site with the frequency and number of trips defined in the AGREEMENT to observe the progress and the quality of work. The ENGINEER shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the WORK, for acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the WORK, or for the failure of any of them to carry out the WORK in accordance with the CONTRACT DOCUMENTS. The ENGINEER does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Regardless to the inclusion of construction phase services as part of the Services, any use of the word "inspect" in any communication relating to services provided by the ENGINEER is understood to mean a general visual observation and not a detailed, scrutinized investigation of the site or contractor's work.

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5.4 No Responsibility for Contractor’s Work or Safety: The ENGINEER does not guarantee the performance of and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any work on the Project. ENGINEER shall not be responsible for the means, techniques, sequences, or procedures of construction selected by the contractor(s) or the safety precautions and programs incident to the work of contractor(s). ENGINEER shall not be responsible for any contractor’s failure to comply with any laws, regulations, standards or ordinances relating to the contractor’s performance of its work.

5.5 Standard of Care: In providing services under this AGREEMENT, the ENGINEER shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Nothing shall be construed to require ENGINEER to perform beyond the Standard of Care.

5.6 Accessibility Compliance: Various federal and state statutes such as the Americans with disabilities act, Fair Housing Act and Texas Architectural Barriers Act may be applicable to the design and construction of the project. Notwithstanding anything to the contrary in this AGREEMENT, ENGINEER does not represent, warrant or guaranty that the ENGINEER’S design will comply with all interpretations of these statutory requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project.

5.7 Fast-Track Projects: This clause 5.7 only applies if a fast track process is identified as part of the scopes ENGINEER’S Services or is required due to changes in the Project after the effective date of the AGREEMENT. In consideration of the benefits to the CLIENT of employing the fast track process in which some of the ENGINEER’S Services overlap the Construction work and are out of sequence with the traditional project delivery method, and in recognition of the inherent risks of fast tracking, including but limited to design conflicts and errors and omissions, CLIENT agrees to waive all claims against the ENGINEER for damages or costs relating to design changes.

ARTICLE 6: TERMINATION OF SERVICES

6.1 Termination: This AGREEMENT may be terminated without cause at any time prior to completion of ENGINEER’S services, either by CLIENT or by ENGINEER, upon seven (7) days written notice to the other at the address on record. Upon receipt of written notice from CLIENT to discontinue work, the ENGINEER shall discontinue work under this AGREEMENT. Such termination shall release ENGINEER from any further obligation to provide Services to CLIENT on this Agreement, but all obligations of CLIENT shall continue. In the event CLIENT terminates the Agreement based on CLIENT’S reasonable opinion the ENGINEER has failed or refused to prosecute the work efficiently, promptly, or with diligence, the ENGINEER shall have ten (10) days, from the receipt of written notification by CLIENT, to cure such failure to perform in accordance with the terms of this Agreement or proposal(s)

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

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6.2 Compensation in Event of Termination: Upon termination by either CLIENT or ENGINEER with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the ENGINEER’S standard hourly rates, in force at the time of termination, to all Services performed to date, in addition to termination settlement costs the ENGINEER reasonably incurs relating to commitments which have become firm before the termination.

ARTICLE 7: RELATIONSHIP OF PARTIES

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

ARTICLE 8: LIMITATION OF LIABILITY

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

8.2 No Certification: ENGINEER shall not be required to sign any documents that would result in ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence ENGINEER cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with ENGINEER or payments of any amount due to ENGINEER in any way contingent upon ENGINEER’S signing any such certification.

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

8.4 Delays: ENGINEER is not responsible for delays caused by factors beyond ENGINEER’S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act

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in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of ENGINEER'S or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors at any level. When such delays beyond ENGINEER'S reasonable control occur, the CLIENT agrees ENGINEER is not responsible for damages, nor shall ENGINEER be deemed to be in default of this Agreement. In the event such delay exceeds ninety (90) days, ENGINEER shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

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

8.6 Consequential Damages: ENGINEER nor its subcontractors shall not be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, or cost of increased expense of operation.

8.7 Information Provided by the Client: ENGINEER shall not be liable for defects in the WORK attributable to ENGINEER'S reliance upon, or use of, data, design data, plans, specifications, or other information furnished by CLIENT and CLIENT agrees to indemnify and hold harmless the ENGINEER from any and all claims and judgments, and all losses, costs and expenses arising therefrom.

ARTICLE 9: DISPUTE RESOLUTION

9.1 Certificate of Merit: The CLIENT shall make no claim for professional negligence, either directly or by way of a cross complaint against the ENGINEER unless the CLIENT has first provided the ENGINEER with a written certification executed by an independent consultant currently practicing in the same discipline as the ENGINEER and licensed in the state in which the project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the ENGINEER not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim.

9.2 Mediation: In the event that issues arise that cannot be resolved by discussion between the two parties or through non-binding mediation, the sole remedy shall be adjudication through courts of law. Arbitration will not be utilized. Any claim, dispute or other matter in question arising out of or related to this AGREEMENT shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the ENGINEER'S services, the ENGINEER may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings. Each party agrees to include a similar mediation provision in

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all AGREEMENTS with independent contractors and consultants also to include similar mediation provisions in all AGREEMENTS with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial methods for dispute resolution between the parties to all those AGREEMENTS. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. AGREEMENTS reached in mediation shall be enforceable as settlement AGREEMENTS in court having any jurisdiction thereof.

9.3 Attorney’s Fees: In the event of any litigation arising from or related to this AGREEMENT or the services provided under this AGREEMENT, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys’ fees and all other related expenses in such litigation. In the event of a non-adjudicate settlement of litigation between the parties or a resolution of dispute by mediation, the term “prevailing party” shall be determined by that same process.

ARTICLE 10: MISCELLANEOUS

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

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

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

10.4 Venue: ENGINEER and CLIENT agree that services will be performed in **Dallas County**, Texas, and the venue of any action under the Agreement shall be exclusively in **Dallas county**, Texas.

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

10.6 Successor and Assigns: CLIENT, for himself and partners, if any, and ENGINEER, for itself, each binds himself or itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT or ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing Herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER. CLIENT’S representative signing below warrants that he or she has full authority to bind CLIENT to this Agreement and further warrants that Client has ownership interest in the real property that is part of the project. CLIENT’S representative signing below agrees to indemnify, save, and hold

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ENGINEER harmless for any and all claims, cause of action, and damages that may arise against ENGINEER if the representations contained in this paragraph are not correct. Nothing in Agreement restricts ENGINEER'S ability to hire subcontractor in connection with Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other person. Only CLIENT may rely upon the Agreement and the Services, unless the ENGINEER gives CLIENT prior and specific written approval.

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

10.8 Survival of Provisions: Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any right or obligation shall be deemed to survive the termination of the Service or (b) any continuing obligation, liability or responsibility of ENGINEER and of CLIENT which would otherwise survive termination of the Services.

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

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

11.11 Ownership of Documents: All drawings, specifications, reports, and other project information developed in the execution of the WORK by the ENGINEER are instruments of service and/or otherwise protected by U.S. copyright laws, and will remain ENGINEER'S property. ENGINEER grants Client a nonexclusive license to use the Documents and Digital Media, delivered or intended as deliverables, solely and exclusively in connection with Client's use and occupancy of the Project, provided that Client substantially performs its contract obligations, including payment of ENGINEER'S fees.

END OF TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

May 29, 2025

Attachment B

SUMMIT CONSULTANTS, INC.

2025 Hourly Billing Ranges

EMPLOYEE CLASSIFICATION	BILLING RANGE	
	LOW	HIGH
Principal	\$250.00	\$490.00
Mechanical Engineer	\$150.00	\$250.00
Electrical Engineer	\$150.00	\$250.00
Low Voltage Designer	\$130.00	\$190.00
Mechanical Designer	\$105.00	\$160.00
Electrical Designer	\$105.00	\$160.00
Plumbing Designer	\$95.00	\$150.00
Administrative	\$90.00	\$125.00

Attachment C

**ADDITIONAL SERVICES
(IF REQUESTED)**

1. Attendance of OAC meetings during construction.
2. Revisions to previously approved plans and/or specifications. This includes any changes or incorporation of "VE" items requested by the client or their representatives after 100% Design Development documents are issued.
3. If construction costs for the building design exceeds owner's available funds and redesign is required by Summit, then the cost for this redesign would be considered additional services.
4. Development of a set of record drawings based on the contractor's mark ups.
5. Site Visits beyond the basic scope shall be considered at \$500 per visit for each Summit employee present.
6. If Summit is asked to provide the photometric study required by the City of McKinney to demonstrate compliance with code of ordinances regarding light trespass across property lines, Summit will charge a stipulated fee of \$9,500. This includes the following:
 - a. Site Visit one hour after sunset with the required weather conditions (visibility of at least 10 miles, no storms) by two Summit employees. The site visit fee is included in this fee. The fee associated with #5 above does not apply.
 - b. Acquisition of light level readings every 25 feet along property lines from a NIST certified/calibrated light meter around property lines twice. The first pass is with lights ON. The second pass is with lights OFF. Procurement of a light meter is included in this fee.
 - c. Report preparation demonstrating light reading locations and values are in compliance with the City of McKinney requirements. This report will be sealed by the engineer of record.
7. Regarding #6 above, if the first report shows lighting levels of the installed fixtures do not comply with the code of ordinances and a second visit/report is required, Summit will charge a stipulated fee of \$5,000 to redo the report after corrections are made by the contractor. This includes all scope of work associated with #6 done again.