

EXHIBIT "F"

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. 1 to **WORK AUTHORIZATION No. 1** **C-16-188-05-10**

TO MAIN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES for
**"Building Renovation Design and Site Improvements for Hidalgo County
Precinct 4 at Sanitation Collection Facility and M Road Building. "**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article **8** of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **HALFF ASSOCIATE INC.**, Professional Engineers of, **McAllen**, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the **10th day of May, 2016** and **Work Authorization No. 1** on the **10th day of May, 2016**, concerning Engineering for: **A/E Building Renovation Design and Site Improvements for Hidalgo County Precinct 4 Sanitation Collection Facility and M Road Building - Additional Services to provide Additional Engineering Service due to changes in Structural Engineering design need for Teller Station area added to project.** (hereinafter referred to as the "Project"); and,

WHEREAS, Article **2.1** of the Agreement, Scopes of Work and Part **I.** of **Work Authorization No. 1**, Scopes of Work establishes the Scopes of Work for **Work Authorization No. 1**; and,

WHEREAS, it has become necessary to amend the contract to provide **Additional Services for Additional Structural Engineering Services due to**
The following is additional work needed:

- 1. Structural reinforcement for Teller Station load bearing wall**
- 2. Modifications to interior wall for Teller Station area**
- 3. Additional Services Fee \$2,000.00**

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Work Authorization No. 1** of the Agreement is amended as follows:

- I. Part I.of Work Authorization No. 1; Scopes of Work is revised to provide

**Additional Services for Additional Structural Engineering Services due to
The following is additional work needed:**

- 1. Structural reinforcement for Teller Station load bearing wall**
- 2. Modifications to interior wall for Teller Station area**
- 3. Additional Services Fee \$2,000.00**

II. Part 2. of Work Authorization No. 1; Estimated Cost is to be paid as a lump sum based on Contract Rates established in Exhibit "D" of the Agreement. Refer to main agreement, Article 9, Additional Services.

NOW THEREFORE, Work Authorization No. 1 is increased by **\$2,000.00** to a revised total of **\$ 51,955.00.**

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the **28th** day of **July**, **2016.**

**THE ENGINEER:
HALFF ASSOCIATES, INC.**

BY: 

Menton J. Murray, III, PE, LEED AP/ Vice President

**THE OWNER:
HIDALGO COUNTY**

BY: _____

Ramon Garcia, County Judge

LIST OF ATTACHMENTS

- Exhibit "D" Lump Sum Cost Proposal
- Exhibit "C" Work Schedule

EXHIBIT C

-Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in **Article 7** of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

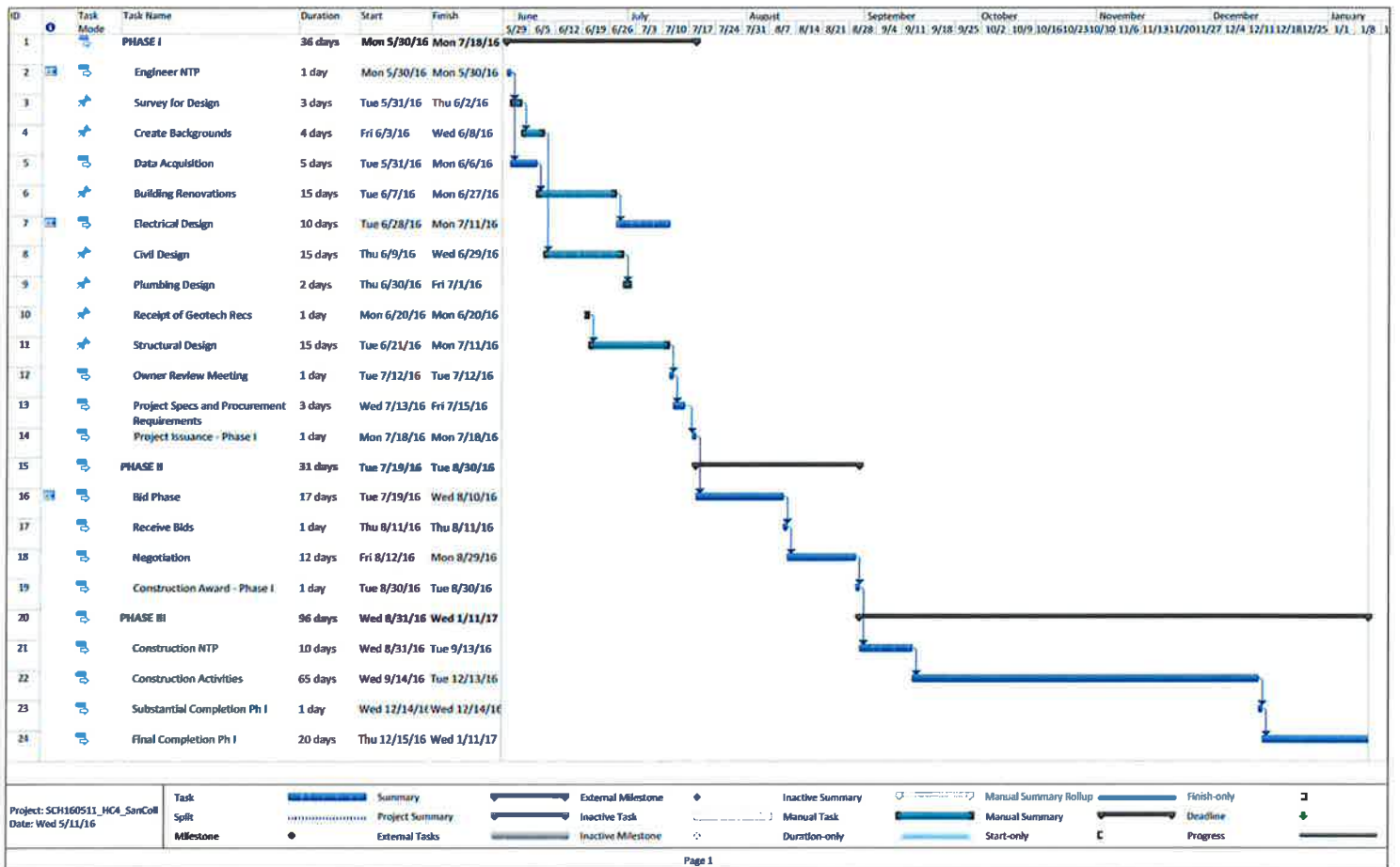


EXHIBIT D

Cost Proposal

Provide Electrical Engineering and facility modification for relocation of electrical equipment located in basement flood areas. Electrical design of optional New Generator Emergency System.

Phase 1	
• Building Renovation Design and Site Improvements	29,810.00
○ Sub-Contract Chanin Engineering	7,500.00
○ Sub-Contract C. Gonzalez RAS	1,650.00
	38,960.00
Phase 2	
• Bid Phase Services	3,280.00
Phase 3	
• Construction Phase Services	7,715.00
• Additional Service Sub-Contract Chanin Engineering	1,500.00
• Additional Service Engineering Services	<u>500.00</u>
•	2,000.00
Total:	<u>\$51,955.00</u>

Half Associates, Inc.
 Fee Schedule-Hidalgo County Sanitation Collection and M Road Building Modifications
 HIDALGO COUNTY 2015 On-Call Contract No: C16-188-05-10

	Project Manager	PE	EIT	Designer	Contract Admin	CAD Tech	Clerical	2-Man Survey Crew	Sub-Consultant	TOTAL (HOURS)	TOTAL (\$)
Contracted Rate:	\$215	\$170	\$130	\$85	\$95	\$65	\$60	\$155			
Phase 1											
Review Existing Documents and Conditions (Site and Plans)	3	3		4						10	\$1,495.00
Site Survey for Design								8		8	\$1,240.00
Creation of Site plan reflecting current improvements			4			16				20	\$1,560.00
Draft/Modify Existing Elec. Floor Plans						8				8	\$520.00
Specify Interior Paint (M Rd)		4		8						12	\$1,360.00
Specify Modified Floor Finishes (M Rd)		4		12						16	\$1,700.00
Modify Lobby/Reception Wall for two teller stations/millwork (M Rd)		6		20						26	\$2,720.00
Remove and Replace double Door (M Rd)		4		6						10	\$1,190.00
Install supplemental power and IT (M Rd)		1		4						5	\$510.00
Specify surveillance and recording system (8 cameras)		4		10						14	\$1,530.00
Specify pre-fab booth	4					1				5	\$925.00
Design collections entry dim control and paving		4	8			12				24	\$2,500.00
Design collections entry striping and signage		2	4			8				14	\$1,380.00
Design paving, sidewalks, and drive at PEMB		4	8			12				24	\$2,500.00
Design elec. distribution to serve canopy/booth and PEMB		2		4						6	\$680.00
Prepare Panel Layouts and Schedules				4						4	\$340.00
Prepare Power Plan for Installation of Panels and Electrical Gear				4						4	\$340.00
Prepare Lighting Plan for Canopy and PEMB				4						4	\$340.00
Prepare One Line/Riser Diagram		2		2						4	\$510.00
Submit Load Analysis and Riser to AEP		1								1	\$170.00
Coordinate Service Mods With AEP		4		2						6	\$850.00
Design of domestic water distribution to canopy/booth and PEMB (hydrants)		1		6						7	\$680.00
Front Ends and Division 1 for bidders or JOC	4									4	\$860.00
Electrical Specifications		2								2	\$340.00
Plumbing Specifications		1								1	\$170.00
Civil Specifications		3								3	\$510.00
Prepare Comcheck for City				1						1	\$85.00
Design Meetings	4	2								6	\$1,200.00
Design Phase Administrative Support					2		8			10	\$670.00
Issuance of Final Documents	2	1		1		2	2			8	\$935.00
Sub-Contract C Gonzalez: Reg. Accessibility Specialist									\$1,650		\$29,810.00
Sub-Contract Channin Eng: Structural Design for Canopy, Booth, PEMB									\$7,500		
Additional Service Amendment #1 -Sub-Contract Channin Eng: Structural Design for Canopy, Booth, PEMB									\$2,000		\$11,150.00
Phase I Design Sub-Total (Hours)	17	55	24	92	2	59	10	8		259	\$11,150.00
Phase I Design Sub-Total (\$)	\$3,655	\$9,350	\$3,120	\$7,820	\$190	\$3,835	\$600	\$1,240	\$11,150		\$40,960.00
Phase 2											
Bid Phase Services											
Pre Bid Conference	3									3	\$645.00
Obtain Bids and Review	4									4	\$860.00
Answer Questions Regarding Bid Document	1			4						5	\$555.00
Provide Recommendations for Award	2									2	\$430.00
Bid Phase Administrative Support							6			6	\$360.00
Attendance at Commissioners Court Meeting (1)	2									2	\$430.00
Phase 2 Bid Sub-Total (Hours)	12	0	0	4	0	0	6	0		22	
Phase 2 Bid Sub-Total (\$)	\$2,580	\$0	\$0	\$340	\$0	\$0	\$360	\$0	\$0		\$3,280.00
Phase 3											
Construction Phase Services											
Pre Construction Meeting (1 Visit)	1									1	\$215.00
Response to RFI's		1	1	6						8	\$810.00
Review Submittals	4	7		8						19	\$2,730.00
Review Payment Applications	2									2	\$430.00
CA Phase Administrative Support					2		10			12	\$790.00
Field Observations(4 Field Meetings)	4			4						8	\$1,200.00
Punch List and Final Observation	2			4						6	\$770.00
Project Close-out	2	1		2							\$770.00
Phase 3 Construction Admin Sub-Total (Hours)	15	9	1	24	2	0	10	0		56	
Phase 3 Construction Admin Sub-Total (\$)	\$3,225	\$1,530	\$130	\$2,040	\$190	\$0	\$600	\$0	\$0		\$7,715.00
TOTAL HOURS (PRIME CONSULTANT)	44	64	25	120	4	59	26	8	0	337	
TOTAL EXPENSES											
TOTAL LABOR PLUS EXPENSES											\$51,955.00

EXHIBIT E -Work Authorization

HIDALGO COUNTY

Professional Engineering Services Contract # C-16-188-05-10

Work Authorization Form

WORK AUTHORIZATION NO. 01

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, Halff Associates, Inc., professional engineers of McAllen, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK The purpose of this Work Authorization is for the Engineer to provide Building Renovation Design and Site Improvements for Hidalgo County Precinct 4 Sanitation Collection Facility and M Road Building.

The scope of services to be provided by the Owner is identified in EXHIBIT "A" – Scope of Services to be Provided by the Owner attached hereto.

The scope of services to be provided by the Engineer is identified in EXHIBIT "B" – Scope of Services to be Provided by the Engineer attached hereto.

PART 2. ESTIMATED COST The estimated cost for services under this Work Authorization is for \$49,835.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING This Work Authorization No. 1 shall be funded through funding source: Account No. _____ Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL.)

PART 5. PERIOD OF SERVICE This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION Acknowledgement and confirmation by Hidalgo County Precinct #4, Commissioner Joseph Palacios as to content and detail of this Work Authorization No. 01.

HIDALGO COUNTY PRECINCT No. 4

BY: Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ___ as indicated below and effective as of ___ day of _____, 2016.

THE ENGINEER:

THE OWNER:

HALFF ASSOCIATES INC.

HIDALGO COUNTY


By: Menton J. Murray, III, P.E., LEED AP

By: Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" -Service to be Provided by the Owner
- ATTACHMENT "B" -Services to be Provided by the Engineer
- ATTACHMENT "C" -Work Schedule
- ATTACHMENT "D" -Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

- (1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the project.
- (5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

- (a) Approve agenda and all exhibits prior to public meeting.
 - (b) Approve date and location of the meeting.
 - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.
 - (9) Assist the **ENGINEER** as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
 - (10) Review and approve the Project design criteria.
 - (11) Review and approve change orders as required and prepared by the **ENGINEER**.

EXHIBIT B

-Scope of Services to be provided by the Engineer

Through project award via Work Authorization, Engineer shall provide Professional Services required to design and specify Building Repair and Renovation Projects. Type of services that may be included as dictated by the individual project requirements consist of: **1) Surveying, 2) Civil Engineering, 3) Mechanical/ Plumbing Engineering, 4) Electrical Engineering, 5) Structural Engineering.** Upon Identification by the Owner of specific projects that require the professional services of the Engineer, a detailed scope of work and identification of professional service disciplines required shall be established.

Halff Associates, Inc. is please to submit this Work Authorization proposal under our existing Professional Service Agreement (C16-188-05-10) with Hidalgo County to provide:

Design Phase Services

- Review Existing Documents and Conditions
- Site Survey for Design
- Creation of site plan reflecting current improvements
- Draft/Modify Existing Electronic Floor Plans
- Specify Interior Painting for M Rd. Building
- Specify New Floor Finishes for West Addition of M Rd. Building
- Modify Lobby/Reception Wall to include two-person Teller station
- Replace existing HM door/frame/wall with new Glass Storefront and Doors (Access control to Remain)
- Install supplemental electrical power and new IT drops in teller area.
- Specify video surveillance and recording system to serve exterior site and key interior locations. Hardware to be house in M Rd Building (8 total fixed cameras).
- Specification of pre-fabricated booth to serve collection entry (approx.. 10'x6')
- Specification of drive (Paving & Dim. Control Plan) to serve collections area entrance
- Specification of signage and striping to serve collections area entrance
- Specification of paving, sidewalks, and drives (Paving & Dim. Control Plan) at pre-engineered metal building
- Design electrical distribution system to serve canopy/booth and storage building
- Prepare Panel Layouts and Schedules for Use by County
- Prepare Power Plan for Installation of Panels and Electrical Gear
- Prepare Lighting Plan for Canopy and Storage Building
- Prepare One Line/Riser Diagram
- Submit Load Analysis and Riser to AEP
- Coordinate Service Modification With AEP for Conversion
- Design of domestic water distribution to canopy/booth and PEMB (hydrants)
- Front Ends and Division I for bidders or JOC
- Electrical Specifications
- Plumbing Specifications
- Civil Specifications
- Prepare Comecheck for City
- Design Meetings (Est. 3)
- Design Phase Administrative Support
- Issuance of Final Documents
- Sub-Contract: Structural Design for Canopy, Booth foundation, and Pre-Engineered Metal Building

Bid Phase Services

- Pre Bid Conference
- Obtain Bids and Review
- Answer Questions Regarding Bid Document
- Provide Recommendations for Award
- Bid Phase Administrative Support
- Attendance at Commissioners Court Meeting (1)

Construction Phase Services

- Pre-construction meeting (1 Visit)
- Response to RFI's
- Review Submittals
- Review Payment Applications
- CA Phase Administrative Support
- Field Observations(6 Field meetings)
- Punch List and final observation
- Project Close-out

EXHIBIT C

-Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in **Article 7** of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

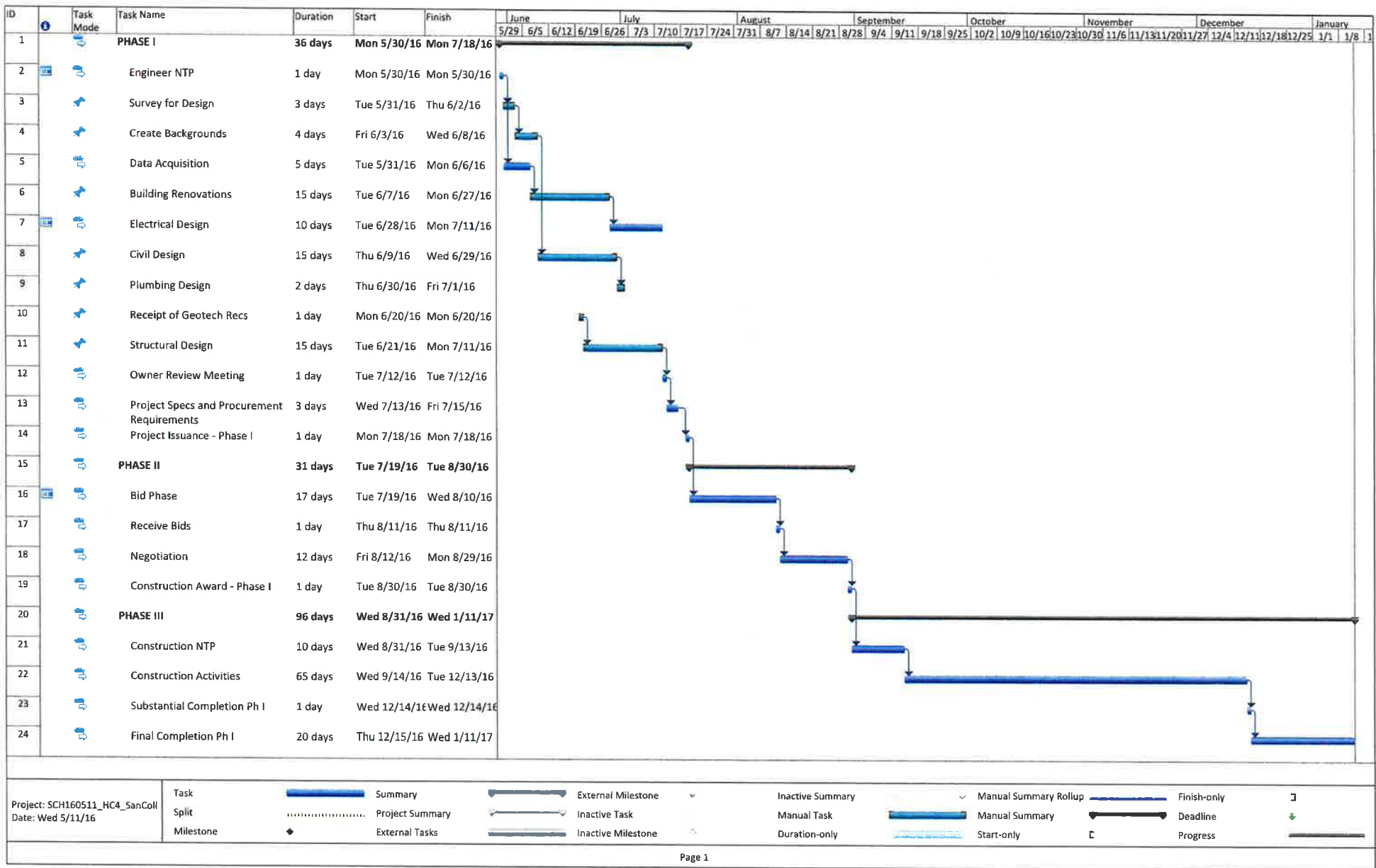


EXHIBIT D

Cost Proposal

Provide Electrical Engineering and facility modification for relocation of electrical equipment located in basement flood areas. Electrical design of optional New Generator Emergency System.

Phase 1	
• Building Renovation Design and Site Improvements	30,000.00
○ Sub-Contract Chanin Engineering	7,500.00
	37,500.00
Phase 2	
• Bid Phase Services	3,280.00
Phase 3	
• Construction Phase Services	9,055.00
Total:	<u>49,835.00</u>

Half Associates, Inc.
 Fee Schedule-Hidalgo County Sanitation Collection and M Road Building Modifications
 HIDALGO COUNTY 2015 On-Call Contract No: C16-188-05-10

	Project Manager	PE	EIT	Designer	Contract Admin	CAD Tech	Clerical	2-Man Survey Crew	Sub-Consultant	TOTAL (HOURS)	TOTAL (\$)
Phase 1											
Contracted Rate:	\$215	\$170	\$130	\$85	\$95	\$65	\$60	\$155			
Review Existing Documents and Conditions (Site and Plans)	3	3		4						10	\$1,495.00
Site Survey for Design								8		8	\$1,240.00
Creation of Site plan reflecting current improvements			4			16				20	\$1,560.00
Draft/Modify Existing Elec. Floor Plans						8				8	\$520.00
Specify Interior Paint (M Rd)		4		8						12	\$1,360.00
Specify Modified Floor Finishes (M Rd)		4		12						16	\$1,700.00
Modify Lobby/Reception Wall for two teller stations/millwork (M Rd)		6		20						26	\$2,720.00
Remove and Replace double Door (M Rd)		4		6						10	\$1,190.00
Install supplemental power and IT (M Rd)		1		4						5	\$510.00
Specify surveillance and recording system (8 cameras)		4		10						14	\$1,530.00
Specify pre-fab booth	4					1				5	\$925.00
Design collections entry dim control and paving		4	8			12				24	\$2,500.00
Design collections entry striping and signage		2	4			8				14	\$1,380.00
Design paving, sidewalks, and drive at PEMB		4	8			12				24	\$2,500.00
Design elec. distribution to serve canopy/booth and PEMB		2		4						6	\$680.00
Prepare Panel Layouts and Schedules				4						4	\$340.00
Prepare Power Plan for Installation of Panels and Electrical Gear				4						4	\$340.00
Prepare Lighting Plan for Canopy and PEMB				4						4	\$340.00
Prepare One Line/Riser Diagram		2		2						4	\$510.00
Submit Load Analysis and Riser to AEP		1								1	\$170.00
Coordinate Service Mods With AEP		4		2						6	\$850.00
Design of domestic water distribution to canopy/booth and PEMB (hydrants)		1		6						7	\$680.00
Front Ends and Division 1 for bidders or JOC	4									4	\$860.00
Electrical Specifications		2								2	\$340.00
Plumbing Specifications		1								1	\$170.00
Civil Specifications		3								3	\$510.00
Prepare Comcheck for City				1						1	\$85.00
Design Meetings	4	2								6	\$1,200.00
Design Phase Administrative Support					4		8			12	\$860.00
Issuance of Final Documents	2	1		1		2	2			8	\$935.00
Sub-Contract Channin Eng: Structural Design for Canopy, Booth, PEMB									\$7,500		\$30,000.00
											\$0.00
Phase 1 Design Sub-Total (Hours)	17	55	24	92	4	59	10	8		261	\$0.00
Phase 1 Design Sub-Total (\$)	\$3,655	\$9,350	\$3,120	\$7,820	\$380	\$3,835	\$600	\$1,240	\$7,500		\$37,500.00
Phase 2											
Bid Phase Services											
Pre Bid Conference	3									3	\$645.00
Obtain Bids and Review	4									4	\$860.00
Answer Questions Regarding Bid Document	1			4						5	\$555.00
Provide Recommendations for Award	2									2	\$430.00
Bid Phase Administrative Support							6			6	\$360.00
Attendance at Commissioners Court Meeting (1)	2									2	\$430.00
Phase 2 Bid Sub-Total (Hours)	12	0	0	4	0	0	6	0		22	
Phase 2 Bid Sub-Total (\$)	\$2,580	\$0	\$0	\$340	\$0	\$0	\$360	\$0	\$0		\$3,280.00
Phase 3											
Construction Phase Services											
Pre Construction Meeting (1 Visit)	1									1	\$215.00
Response to RFI's		1	1	6						8	\$810.00
Review Submittals	4	7		8						19	\$2,730.00
Review Payment Applications	4									4	\$860.00
CA Phase Administrative Support					4		12			16	\$1,100.00
Field Observations(6 Field Meetings)	6			6						12	\$1,800.00
Punch List and Final Observation	2			4						6	\$770.00
Project Close-out	2	1		2							\$770.00
Phase 3 Construction Admin Sub-Total (Hours)	19	9	1	26	4	0	12	0		66	
Phase 3 Construction Admin Sub-Total (\$)	\$4,085	\$1,530	\$130	\$2,210	\$380	\$0	\$720	\$0	\$0		\$9,055.00
TOTAL HOURS (PRIME CONSULTANT)	48	64	25	122	8	59	28	8	0	349	
TOTAL EXPENSES											
TOTAL LABOR PLUS EXPENSES											\$49,835.00

SERVICE CONTRACT

May 11, 2016

Menton J. "Trey" Murray, III, PE, LEED AP
Vice President
O: (956) 445-5210
HALFF ASSOCIATES, INC.
5000 West Military, Suite 100
McAllen, TX 78503-7446
TMurray@Halff.com

Re: Hidalgo Co. Sanitation Collection Facility
CE: Project No. 16-218

Dear Mr. Murray:

Chanin Engineering, LLC appreciates the opportunity to submit this proposal for professional services for the structural engineering design of a Free standing canopy approximately 900 sf., Pre-Engineered Metal Building approximately 2,100 sf. & Base Footings for Light Poles. Our Scope of Services includes the following:

Design on the Proposed Improvements:

- A. Free standing 30'x30' canopy with 18' clear height and prefab booth. Scope will include framing specifications for canopy and foundation design for canopy and booth.
- B. Free standing 30'x70' with a 12' clear height pre-engineered metal building. Scope will include metal building specifications and foundation design.
- C. Foundation design for pole foundation
- D. Scope also includes construction administration services. These include shop drawing review, responding to contractor generated RFI's and periodic visits to the jobsite. At this time we anticipate approximately five (5) visits to the jobsite.

E. Deliverables will include:

- 1. General Notes
- 2. Typical Details
- 3. Foundation Design (including booth foundation)
- 4. Framing Layout
- 5. Structural Details
- 6. Structural Specifications

Chanin Engineering, LLC
400 Nolana, Suite N2
McAllen, Texas 78504
Phone: (956) 687-9421 | Fax: (956) 687-3211
TBPE FIRM REG. Number F-9369

Total Engineering Fee:

\$7,500

Our proposal is based on the following assumptions and exclusions:

- **Owner to provide Geotechnical Report**
- Engineering fees included in this proposal only apply to items specifically listed in this proposal. No additional items are assumed or included unless requested in writing prior to signing the Professional Services Agreement. Engineering fees for additional work are not included in this proposal.

Additional services required by the Client that may arise and are not outlined above shall be compensated on an hourly basis per work authorization by Client.

Provided this Scope of Services and basis of compensation is acceptable to you, please sign at the bottom and return a copy to our office.

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact our office should you have any questions.

Client Approval:



Miguel Chanin, PE
President

05/11/16
Date



Signature

5/11/16
Date

Print Name

Chanin Engineering, LLC
400 Nolana, Suite N2
McAllen, Texas 78504
Phone: (956) 687-9421 | Fax: (956) 687-3211
TBPE FIRM REG. Number F-9369

PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for Chanin Engineering, L.L.C. to proceed with the Services, unless otherwise provided for in this Agreement.
2. **DIRECT EXPENSES.** Chanin Engineering, L.L.C.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at Chanin Engineering, L.L.C.'s current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Chanin Engineering, L.L.C..
3. **OUTSIDE SERVICES.** When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for Chanin Engineering, L.L.C.'s administrative costs.
4. **COST ESTIMATES.** Any cost estimates provided by Chanin Engineering, L.L.C. will be on a basis of experience and judgment. Since Chanin Engineering, L.L.C. has no control over market conditions or bidding procedures, Chanin Engineering, L.L.C. does not warrant that bids or ultimate construction costs will not vary from these cost estimates.
5. **PROFESSIONAL STANDARDS.** Chanin Engineering, L.L.C. shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Chanin Engineering, L.L.C. makes no warranty, expressed or implied.
6. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by Chanin Engineering, L.L.C. if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and Chanin Engineering, L.L.C.. In the absence of an express agreement about compensation, Chanin Engineering, L.L.C. shall be entitled to an equitable adjustment to its compensation for performing such additional services.
7. **LIMITATION OF LIABILITY.** Chanin Engineering, L.L.C.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this Agreement.
8. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.
9. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event Chanin Engineering, L.L.C. is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, Chanin Engineering, L.L.C. may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to Chanin Engineering, L.L.C. which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to Chanin Engineering, L.L.C. to provide such Services.
10. **PAYMENT TO Chanin Engineering, L.L.C./ INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by Chanin Engineering, L.L.C. for all Services performed under the terms of this Agreement. Invoices are due and payable net 15 days. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess

Chanin Engineering, LLC

400 Nolana, Suite N2

McAllen, Texas 78504

Phone: (956) 687-9421 | Fax: (956) 687-3211

TBPE FIRM REG. Number F-9369

of the highest legal rate will be applied to the principal amount owing to Chanin Engineering, L.L.C., and if such interest exceeds the principal balance of CLIENT's indebtedness to Chanin Engineering, L.L.C., will be returned to CLIENT. It is the intent of Chanin Engineering, L.L.C. and CLIENT to abide by all applicable laws regulating the maximum amount of interest that may be charged. CLIENT shall also be responsible for all costs associated with collecting any past-due amounts. To the greatest extent allowed by applicable law, CLIENT and Chanin Engineering, L.L.C. agree that in the event CLIENT and Chanin Engineering, L.L.C. enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past-due invoice, Chanin Engineering, L.L.C. may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or at the highest rate allowed by law, subject, as provided herein, to Chanin Engineering, L.L.C.'s agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid. All payment obligations are performable in Hidalgo County, Texas, and CLIENT agrees to submit to the jurisdiction of the courts of the State of Texas in Hidalgo County, Texas for enforcement of all obligations created by this Agreement.

11. Chanin Engineering, L.L.C.'S RIGHT TO SUSPEND SERVICES. If CLIENT fails to pay any amount due Chanin Engineering, L.L.C. under this Agreement, Chanin Engineering, L.L.C. may, in addition to any other rights afforded under this Agreement or at law, suspend Services. Prior to suspending Services, Chanin Engineering, L.L.C. will provide CLIENT with written notice that Chanin Engineering, L.L.C. will suspend Services unless said failure to pay is cured within 7 days from CLIENT'S receipt of Chanin Engineering, L.L.C.'s notice. If CLIENT does not cure the problem within such 7-day period, Chanin Engineering, L.L.C. may suspend Services under this Agreement. In the event of a suspension of Services, (a) Chanin Engineering, L.L.C. shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of Services, (b) any periods for completion of work shall automatically be extended by the period of such suspension, and (c) before resuming Services, Chanin Engineering, L.L.C. shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Services. Chanin Engineering, L.L.C.'s compensation for the remaining Services and the time schedules shall be equitably adjusted. If the Project is suspended for more than 30 consecutive days, (x) Chanin Engineering, L.L.C. shall be compensated for Services performed prior to notice of such suspension, (y) when the Project is resumed, Chanin Engineering, L.L.C. shall be compensated for expenses incurred as a result of the interruption and resumption of Chanin Engineering, L.L.C.'s Services, and (z) Chanin Engineering, L.L.C.'s compensation for the remaining Services and the time schedules shall be equitably adjusted. To the extent CLIENT'S failure to pay is related to a dispute between the parties, the dispute will be resolved in accordance with Article 10.

12. TERMINATION FOR NON-PAYMENT OF FEES. Chanin Engineering, L.L.C. may terminate this Agreement by giving written notice if any Chanin Engineering, L.L.C. invoice remains unpaid for more than 30 days. Chanin Engineering, L.L.C.'s right to terminate this Agreement shall not be waived Chanin Engineering, L.L.C.'s continued performance during any period of investigation by M Garcia Engineering, L.L.C. to determine the reasons for CLIENT'S nonpayment.

13. TERMINATION. Either CLIENT or Chanin Engineering, L.L.C. may terminate this Agreement with or without cause by giving 7 days' written notice to the other party. In such event CLIENT shall forthwith pay Chanin Engineering, L.L.C. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

14. LEGAL EXPENSES. In the event legal action is brought by Chanin Engineering, L.L.C. to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay Chanin Engineering, L.L.C. reasonable amounts for fees, costs and expenses as may be set by the court.

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15. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

16. ELECTRONIC MEDIA. (a) As a component of the services provided under this Agreement, Chanin Engineering, L.L.C. may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by Chanin Engineering, L.L.C. to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without Chanin Engineering, L.L.C.'s authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. CLIENT agrees that it will institute procedures to preserve the integrity of the Electronic Files received from Chanin Engineering, L.L.C. until acceptance. CLIENT further agrees that it will review the Electronic Files immediately upon receipt and conduct acceptance tests within thirty (30) days, after which period CLIENT shall be deemed to have accepted the Electronic Files as received. Chanin Engineering, L.L.C. will undertake commercially reasonable efforts to correct any errors in the Electronic Files detected within the 30-day acceptance period. Chanin Engineering, L.L.C. shall not be responsible to maintain the Electronic Files after acceptance by CLIENT. (c) Chanin Engineering, L.L.C. does not warrant or represent that the Electronic Files will be compatible with or useable or readable by systems used by CLIENT or its consultants, contractors and subcontractors. Chanin Engineering, L.L.C. is not responsible for any problems in the interaction of the Electronic Files with other software used by CLIENT or its consultants, contractors and subcontractors.

D.1 GENERAL. Claims, disputes or other matters in question solely between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder, and additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Board of Directors, Chanin Engineering, LLC. and any other person or entity consenting to arbitration of any claim, dispute or other matter in question. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to be the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

D.2 MEDIATION. In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

D.3 INDEMNIFICATION. The owner and/or architect shall indemnify and hold harmless Chanin Engineering, LLC and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of their services provided that any such claim, damages, loss or expense is caused solely by the negligent act, error or omission of the Owner and/or architect, or anyone employed by the Owner and/or architect or anyone for whose acts any of them may be liable.

Chanin Engineering, LLC
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D.4 LIMITATION OF LIABILITY. The development of this project is intended to produce the largest rate of return (benefit) for the owner for their investment (cost). To a lesser degree, the project Architect will also enjoy a benefit (his professional fee) for his investment (professional service), similarly but to a much lesser degree, the Consultant (Chanin Engineering, LLC) will also see a benefit for our service investment. As such, the project risk exposure to the various parties shall accordingly recognize this fact. For this reason, Chanin Engineering, LLC's limitation for all liabilities shall be limited to our engineering fee for this project. Also refer to the sections above for related discussion.

D.5 VERIFICATION OF EXISTING CONDITIONS, Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Consultant regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Consultant.

D.6 ATTORNEYS' FEE. Should any action, proceeding, arbitration or mediation be necessary to construe or enforce the provisions of this Agreement, or the rights of parties hereunder, the party prevailing in such action shall be entitled to recover all court costs and reasonable attorneys' fees to be fixed by the court and taxed as part of the judgment. If the terms and conditions contained herein are acceptable to you, please sign and return both copies of this proposal. Chanin Engineering, LLC will review any changes, and once acceptable to both parties Chanin Engineering, LLC will sign and return one copy to you. The opportunity to provide this professional service is greatly appreciated. Please do not hesitate to call if you have any questions or comments regarding this proposal - agreement.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Half Associates, Inc.
 McAllen, TX United States

Certificate Number:
 2016-48740

Date Filed:
 05/03/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Precint No. 4

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.

C-16-188-05-10
 Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Tanksley, Dan	Richardson, TX United States	X	
	Skiptwith, Walter	Richardson, TX United States	X	
	Romanowski, Michael	Fort Worth, TX United States	X	
	Murray, Menton	McAllen , TX United States	X	
	Plugge, Roman	Richardson, TX United States	X	
	Molloy, Martin	Richardson, TX United States	X	
	Moya, Michael	Austin, TX United States	X	
	Kunz, Patrick	Richardson, TX United States	X	
	Kuhn, Gregory	Richardson, TX United States	X	
	Killen, Russell	Richardson, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Craig, Mathew	Richardson, TX United States	X	
	Adams, Bobby	Conroe, TX United States	X	

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FORM 1295

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	Murray, Menton	McAllen , TX United States	X	
	Plugge, Roman	Richardson, TX United States	X	
	Molloy, Martin	Richardson, TX United States	X	
	Moya, Michael	Austin, TX United States	X	
	Kunz, Patrick	Richardson, TX United States	X	
	Kuhn, Gregory	Richardson, TX United States	X	
	Killen, Russell	Richardson, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Craig, Mathew	Richardson, TX United States	X	
	Adams, Bobby	Conroe, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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 C-16-188-05-10
 Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bell Insurance 16980 Dallas Parkway #210 Dallas TX 75248		CONTACT NAME: Candy Goehring PHONE (A/C No, Ext): (972) 581-4800 FAX (A/C No): (972) 581-4850 E-MAIL ADDRESS: cgoehring@bellgroup.com															
INSURED Halff Associates, Inc. 1201 N. Bowser Richardson TX 75081		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover American</td> <td>36064</td> </tr> <tr> <td>INSURER B: Massachusetts Bay</td> <td>22306</td> </tr> <tr> <td>INSURER C: The Hanover Ins. Co.</td> <td>22292</td> </tr> <tr> <td>INSURER D: Ironshore Specialty Ins Co</td> <td>25445</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover American	36064	INSURER B: Massachusetts Bay	22306	INSURER C: The Hanover Ins. Co.	22292	INSURER D: Ironshore Specialty Ins Co	25445	INSURER E:		INSURER F:	
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INSURER F:																	

RECEIVED
 JUL 11 2016
 By _____

COVERAGES **CERTIFICATE NUMBER:** 16/17 1MIL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ZDDA055845	7/12/2016	7/12/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			ADDA051300	7/12/2016	7/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
Uninsured motorist combined							\$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	UHDA051287	7/12/2016	7/12/2017	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WDDA028649	7/12/2016	7/12/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N N/A							E.L. EACH ACCIDENT \$ 1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			002091902	7/12/2016	7/12/2017	Per Claim: \$1,000,000
Claims Made							Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: AVO: 1008-15-9883; Hidalgo County is included as additional insured as respects general and auto liability if required by written contract with 30 day notice of cancellation except 10 days for non payment. Uninsured/Underinsured Motorist coverage is included in the Auto Policy with \$1,000,000 combined single limits. 30 day notice of cancellation except 10 days non pay.

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T J. Ashley/CANDY