

The following is additional work needed:

- 1. Design Phase Services \$7,955.00**
- 2. Cost Procurement Services \$ 765.00**
- 3. Construction Phase Services \$2,790.00**

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 **\$11,510.00** to a revised total of **\$ 85,830.00.**

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 ____ day of **August, 2017.**

**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.

NTP:	08/22/2017
Design	09/12/2017
Change Order: Procure\Negotiate\ Price	10/03/2017
Commissioner's Approval	10/17/201
Construction	10 Weeks

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
 Supplemental Agreement No. 1	
• Additional Service Sub-Contract Chanin Engineering	1,500.00
• Additional Service Engineering Services	500.00
	<u>2,000.00</u>
 Supplemental Agreement No. 2	
• Additional Asbestos testing (Sub-Consultant TSEC)	685.00
• Administrative Services	310.00
	<u>995.00</u>
 Supplemental Agreement No. 3	
• Additional Service Owner requested Modification to M Road	
1. Design Phase Services	9,190.00
2. Cost Procurement Services	1,265.00
3. Construction Phase Services	4,185.00
	<u>14,640.00</u>
 Supplemental Agreement No. 4	
• Additional Service Owner requested Modification to M Road	
1. Design Phase Services	3,965.00
2. Cost Procurement Services	835.00
3. Construction Phase Services	1,930.00
	<u>6,730.00</u>

Supplemental Agreement No. 5

• Additional Service Owner requested Modification to M Road

1. Design Phase Services	7,955.00
2. Cost Procurement Services	765.00
3. Construction Phase Services	<u>2,790.00</u>
	11,510.00

Total: **\$85,830.00**

Halff Associates, Inc.
 Fee Schedule-Hidalgo County Sanitation Collection and M Road Building Modifications
 HIDALGO COUNTY 2015 On-Call Contract No: C16-188-05-10, Supplement #5

	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			
Design Phase											
Scoping Establishment & Options	2	2								4	\$770.00
Lighting System Design		0.5		4		2				6.5	\$555.00
Power System Design		1		4		2				7	\$640.00
Plumbing System Design		0.5		4						4.5	\$425.00
Civil Striping and Stops		2		6			1			9	\$910.00
Structural Coordination		1		2						3	\$340.00
Issue ESI				1			1			2	\$145.00
Contract Administration	4				2		2			8	\$1,170.00
										0	\$0.00
										0	\$0.00
										0	\$0.00
										0	\$0.00
										0	\$0.00
										0	\$0.00
										0	\$0.00
										0	\$0.00
										0	\$0.00
										0	\$0.00
										0	\$0.00
Sub-Consultant Costs: Chanin Engineering									\$3,000		\$3,000.00
Phase I Design Sub-Total (Hours)	6	7	0	21	2	4	4	0		44	
Phase I Design Sub-Total (\$)	\$1,290	\$1,190	\$0	\$1,785	\$190	\$260	\$240	\$0	\$3,000		\$7,955.00
Phase 2											
Cost Procurement Services											
Obtain Pricing and Review	2									2	\$430.00
Change Order Preparation	1						2			3	\$335.00
										0	\$0.00
Phase 2 Bid Sub-Total (Hours)	3	0	0	0	0	0	2	0		5	
Phase 2 Bid Sub-Total (\$)	\$645	\$0	\$0	\$0	\$0	\$0	\$120	\$0	\$0		\$765.00
Phase 3											
Construction Phase Services											
Addtl Construction Meetings (1)				4						4	\$340.00
Review Additional Submittals		1		2			1			4	\$400.00
Review Additional Payment Applications				2			1			3	\$230.00
Contract Administration	4				2					6	\$1,050.00
Additional Field Observations(1 Field Meetings)				2						2	\$170.00
additional Punch List and Final Observation	2			2						4	\$600.00
Phase 3 Construction Admin Sub-Total (Hours)	6	1	0	12	2	0	2	0		23	
Phase 3 Construction Admin Sub-Total (\$)	\$1,290	\$170	\$0	\$1,020	\$190	\$0	\$120	\$0	\$0		\$2,790.00
TOTAL HOURS (PRIME CONSULTANT)	15	8	0	33	4	4	8	0	0	72	
TOTAL EXPENSES											
TOTAL LABOR PLUS EXPENSES											\$11,510.00

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**

Certificate Number:
 2017-248429

Date Filed:
 08/11/2017

Date Acknowledged:

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

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County Precinct No. 4

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	
	Skipwith, Water	Richardson, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Plugge, Roman	Richardson, TX United States	X	
	Bargainer, Tim	Austin, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Kunz, Pat	Richardson, TX United States	X	
	Kuhn, Greg	Richardson, TX United States	X	
	Killen, Russell	Fort Worth, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Craig, Matthew	Richardson, TX United States	X	
	Adams, Bobby	Houston, TX United States	X	

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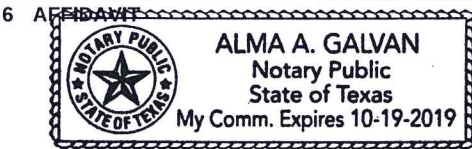
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C-16-188-05-10
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			Controlling	Intermediary

5 Check only if there is NO Interested Party.



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

Menton J. Murray

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Menton J. Murray, this the 11th day of August, 20 17, to certify which, witness my hand and seal of office.

Alma A. Galvan Alma A. Galvan Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

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 08/11/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County Precinct No. 4

Date Acknowledged:
 08/18/2017

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	
	Skipwith, Wlaler	Richardson, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Plugge, Roman	Richardson, TX United States	X	
	Bargainer, Tim	Austin, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Kunz, Pat	Richardson, TX United States	X	
	Kuhn, Greg	Richardson, TX United States	X	
	Killen, Russell	Fort Worth, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Craig, Matthew	Richardson, TX United States	X	
	Adams, Bobby	Houston, TX United States	X	

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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



Hon. Joseph Palacios
Attn: Maria Lucio, CPM, Executive Assistant
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, TX 78542

RE: Subcontracting Notice for Building Renovation Design and Site Improvements for Hidalgo County Precinct 4 at Sanitation Collection Facility and M Road Building C-16-188-05-10, Work Authorization 01, Supplemental Agreement 05

Dear Commissioner Palacios:

We would like to inform you of the subcontractor that we will be using on the Building Renovation Design and Site Improvements for Hidalgo County Precinct 4 at Sanitation Collection Facility and M Road Building, Work Authorization 01, Supplemental Agreement 05. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. This subcontractor will be providing Structural Engineering Services for the above referenced project.

Subcontractor:

*Chanin Engineering
400 W. Nolana, Suite N2
McAllen, TX 78504
Phone: (956) 687-9421*

Should you have any questions, please feel free to give me a call at (956) 664-0286.

Sincerely,
HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Menton J. Murray, III", with a long horizontal flourish extending to the right.

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

SERVICE CONTRACT

August 10, 2017

Attn: Menton J. "Trey" Murray, III, PE, LEED AP
Vice President
Operations Manager, McAllen
O: (956) 445-5210
C: (956) 522-0398
HALFF ASSOCIATES, INC.
5000 West Military, Suite 100
McAllen, TX 78503-7446

Re: Hidalgo County Pct. 4 Motor Pool Canopy
Edinburg, Texas
CE: Project No. 17-267

Dear Trey Murray:

Chanin Engineering, LLC appreciates the opportunity to submit this proposal for professional services for the proposed project. Our Scope of Services includes the following:

Design on the Proposed: Free standing open metal structure canopy 20' eave height approximately 1,000 sf.

A. Structural Engineering:

1. General Notes
2. Foundation Design
3. Framing Design
4. Details
5. Structural Specifications
6. Construction Administration (2-jobsite visits)

Total Engineering Fee:

\$3,000

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 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

Chanin Engineering, LLC

400 Nolana, Suite H2

McAllen, Texas 78504

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

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.

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.

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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Chanin Engineering, LLC
McAllen, TX United States

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Hidalgo County Precinct No. 4

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.

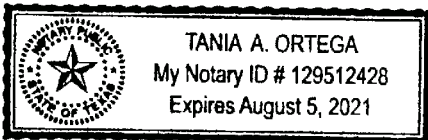
C-16-188-05-10 Work Auth. #01
Structural Engineering Consulting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Chanin Engineering, LLC	McAllen, TX United States		X

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.



Miguel Chanin

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Miguel Chanin, this the 11 day of August, 2017, to certify which, witness my hand and seal of office.

Tania A. Ortega
Signature of officer administering oath

Tania A. Ortega
Printed name of officer administering oath

Notary Public
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.
 Chanin Engineering, LLC
 McAllen, TX United States

Certificate Number:
 2017-248439

Date Filed:
 08/11/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County Precinct No. 4

Date Acknowledged:
 08/18/2017

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 Work Auth. #01
 Structural Engineering Consulting

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Chanin Engineering, LLC	McAllen, TX United States		X

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