

## EXHIBIT E -Work Authorization

# HIDALGO COUNTY

Professional Engineering Services Contract # C-20-185-06-30

### Work Authorization Form

## WORK AUTHORIZATION NO. 02

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 engineering services for a generator addition, make modifications necessary for the installation of a new x-ray machine, and consolidate two existing electrical services into one at the Hidalgo County Forensic Center.

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 \$42,512.00. 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. 2 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 \_\_\_\_\_, \_\_\_\_\_ as to content and detail of this Work Authorization No. 02.

HIDALGO COUNTY

BY:

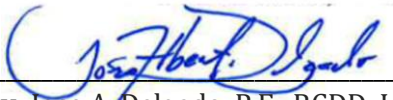
PART 8. ACCEPTANCE AND APPROVAL This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_ day of \_\_\_\_\_, 2020.

THE ENGINEER:

THE OWNER:

HALFF ASSOCIATES INC.

HIDALGO COUNTY

  
By: Jose A. Delgado, P.E., RCDD, LEED AP

\_\_\_\_\_  
By: Richard F. Cortez, County Judge

ATTEST:

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -Service to be Provided by the Owner

Halff Associates, Inc.

Professional Engineering Service Agreement C-20-185-06-30

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, 6) Architectural design for X-ray machine operation. 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.

**Half Associates, Inc. is pleased to submit this Work Authorization No. 02 proposal under our existing Professional Service Agreement (C-20-185-06-30) with Hidalgo County to provide engineering services for a generator addition, make modifications necessary for the installation of a new x-ray machine, and consolidate two existing electrical services into one at the Hidalgo County Forensic Center.**

### **Phase 1: Electrical and Architectural Assessment**

- Develop generator system solution assessment.
- Assessment to include:
  - Generator fuel type, diesel vs. natural gas, pros and cons for this site
  - Approximate location of generator location
  - Electrical loads to be served by generator
  - Assessment presentation to Purchasing and Health Department
- Perform site investigation with county's electrician to develop high level electrical one-line diagram of existing conditions.
  - This is for both existing building electrical services.
- Initial coordination with AEP for the consolidation of Coordinate with AEP for the consolidation of both existing electrical services in to one.
- Architectural conceptual design for an approximately 400 S.F. room retrofit to incorporate a new X-Ray machine.
- The architect will prepare a cad file of the preliminary floor plan to meet applicable building codes and program provided.
  - The team will evaluate the site conditions and information provided for the X-ray equipment and any evaluation from a licensed physicist
- Refer to attached architectural scope of services for additional items.

### **Phase 2: Document Production Phase**

- Review existing documents and conditions
- Site investigation/existing conditions for design
- Determine generator rating based on loads
- Modifications to electrical distribution systems
- Development of one-line diagram
- Electrical site plans development
- Exterior to building lighting design for generator system
- Develop project specific details

- Consolidation of electrical service
- Coordination with utility company
- Specification of automatic transfer switch
- Survey field ties to all surface improvements on the site, establishing horizontal and vertical control, and obtaining site topography required for design of the generator pad
- Civil task to establishing the base flood elevation for this area to be utilized by the structural engineer for design of the pad
- Structural engineering design for generator pad
- Structural engineering design for generator mechanical yard
- X-Ray Room: Architectural coordination with the City for Plan approval and pre-permit plan review.
  - Will coordinate with the County to provide Architectural plan portion to be issued to the State Health Services.
- Demolition plans
- Division 1 specs
- Technical specifications
- Design meetings
- Design phase administrative support
- Issuance of final documents
- Refer to attached architectural scope of services for additional items.

### **Phase 3: Construction Phase Services**

- Pre-construction meeting (1 Visit)
- Response to RFI's
- Review submittals
- Review payment applications (3 visits per site)
- Additional site observation meetings (1 visit per site)
- Field observations/ punch lists (2 field meetings per site)
- Project Close-out
- Refer to attached architectural scope of services for additional items.

### **Specific Exclusions**

- Work related to ACM Abatement
- Site visits more than those identified
- Survey does not include survey of any subsurface facilities. Existing underground structures or utilities will be obtained from record drawings
- Construction phase activities in excess of 3 months from Contractor Notice To Proceed (NTP)
- Work not associated with the construction scope
- Geotechnical report or soil sampling. The county shall engage others to perform this task
- The County will facilitate an in-house electrician to assist to field locate electrical circuits, electrical panels, and to determine electrical loads relevant to the design at each of the four sites.
- The County will be responsible for issuing the plans and X-Ray equipment with the Texas Department of State Health Services Radiation Control.
- Structural Engineering for any ceiling mounted track is to be provided by others and excluded from this proposal.
- This proposal excludes environmental assessments. (Asbestos, air quality surveys).
- This proposal excludes Landscape and Irrigation Design Services. This can be provided under a separate proposal.
- Refer to attached architectural scope of services for additional exclusions and clarifications.

# 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.

The following schedule is contingent on the NTP being provided during the week of 08/31/2020.

# EXHIBIT D

## Cost Proposal

Plans and Specifications for Engineering services engineering services for a generator addition, make modifications necessary for the installation of a new x-ray machine, and consolidate two existing electrical services into one at the Hidalgo County Forensic Center.

<b>Phase 1</b>	
• Electrical and Architectural Assessment	\$ 5,398.00
<b>Phase 2</b>	
• Document Production Phase	\$25,372.00
<b>Phase 3</b>	
• Construction Phase Services	\$11,242.00
• Expenses	\$500.00
<b>Total:</b>	<b><u>\$42,512.00</u></b>

Half Associates, Inc.

Fee Schedule-engineering services for generator addition at HC Forensic Center

HIDALGO COUNTY Contract No: C-20-185-06-30 | Work Authorization No. 02

	Project Manager	PE	EIT	Designer	Construction Admin	CAD Tech	Clerical	Survey Manager (RPLS)	2-Man Survey Crew	Sub-Consultant	TOTAL (HOURS)	TOTAL (\$)
<b>Contracted Rate:</b>	\$240	\$190	\$145	\$95	\$105	\$75	\$67	\$165	\$170			
<b>Phase 1</b>												
Perform site visit to site with county's electrician		8	4								12	\$2,100.00
Evaluate generator location			2			4					6	\$590.00
Evaluate generator fuel type for site		2									2	\$380.00
Determine high-level loads to be served by generator		2	2								4	\$670.00
Assessment presentation		1					4				5	\$458.00
Sub-Contract: TWG Architects (Conceptual design for new x-ray machine)										1200	1200	\$1,200.00
<b>Phase 1 Design Sub-Total (Hours)</b>	<b>0</b>	<b>13</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>1200</b>	<b>1229</b>	<b>\$4,198.00</b>
<b>Phase 1 Design Sub-Total (\$)</b>	<b>\$0</b>	<b>\$2,470</b>	<b>\$1,160</b>	<b>\$0</b>	<b>\$0</b>	<b>\$300</b>	<b>\$268</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,200</b>		<b>\$5,398.00</b>
<b>Phase 2</b>												
Review Existing Documents and Proposed Equipment (Plans)		2	3								5	\$815.00
Site Investigation/Existing Conditions for Design		1			4						5	\$610.00
Determine generator rating based on loads		1	2			2	3				8	\$831.00
Modifications to electrical distribution system		8	5			8					21	\$2,845.00
Development of one-line diagram			2			4					6	\$590.00
Electrical site plans development			1			8					9	\$745.00
Develop project specific details			2			4					6	\$590.00
Coordination with utility company	2	3	2								7	\$1,340.00
Specification of automatic transfer switch	1		2			1	1				5	\$672.00
Survey tasks per Exhibit B		3	4			7			5		19	\$2,525.00
Civil tasks per Exhibit B		4	8			3	2				17	\$2,279.00
Demo Plans			2			6					8	\$740.00
Division 1 Specs		2					2				4	\$514.00
Technical Specs	1	2					2				5	\$754.00
Design Meeting (1)	2										2	\$480.00
Design Phase Administrative Support							6				6	\$402.00
Issuance of Final Documents				2		2					4	\$340.00
Sub-Contract: TWG Architects (Architectural)										\$3,800		
Sub-Contract: Chanin Engineering (Structural)										\$4,500	0	\$4,500.00
<b>Phase 2 Design Sub-Total (Hours)</b>	<b>6</b>	<b>26</b>	<b>33</b>	<b>2</b>	<b>4</b>	<b>45</b>	<b>16</b>	<b>0</b>	<b>5</b>		<b>137</b>	<b>\$4,500.00</b>
<b>Phase 2 Design Sub-Total (\$)</b>	<b>\$1,440</b>	<b>\$4,940</b>	<b>\$4,785</b>	<b>\$190</b>	<b>\$420</b>	<b>\$3,375</b>	<b>\$1,072</b>	<b>\$0</b>	<b>\$850</b>	<b>\$8,300</b>		<b>\$25,372.00</b>
<b>Phase 3</b>												
<b>Construction Phase Services</b>												
Pre Construction Meeting (1 Visit)	4		2								6	\$1,250.00
Response to RFI's	2	3	2		6		4				17	\$2,238.00
Review Submittals			4		4		2				10	\$1,134.00
Review Payment Applications (3 visits)	6				3		2				11	\$1,889.00
Additional site observation meetings (1 extra)					4		2				6	\$554.00
Field Observations/Punch Lists(2 Field Meetings)	3				12						15	\$1,980.00
Project Close-out	3				2		1				6	\$997.00
Sub-Contract: TWG Architects (Architectural)										\$1,200		\$1,200.00
<b>Phase 3 Construction Admin Sub-Total (Hours)</b>	<b>18</b>	<b>3</b>	<b>8</b>	<b>0</b>	<b>31</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>0</b>		<b>71</b>	
<b>Phase 3 Construction Admin Sub-Total (\$)</b>	<b>\$4,320</b>	<b>\$570</b>	<b>\$1,160</b>	<b>\$0</b>	<b>\$3,255</b>	<b>\$0</b>	<b>\$737</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,200</b>		<b>\$11,242.00</b>
<b>TOTAL HOURS (PRIME CONSULTANT)</b>	<b>\$5,760</b>	<b>\$7,980</b>	<b>\$7,105</b>	<b>\$190</b>	<b>\$3,675</b>	<b>\$3,675</b>	<b>\$2,077</b>	<b>\$0</b>	<b>\$850</b>	<b>\$10,700</b>	<b>1437</b>	
<b>TOTAL EXPENSES (EST. REIMBURSABLES)</b>												<b>\$500.00</b>
<b>TOTAL LABOR PLUS EXPENSES</b>												<b>\$42,512.00</b>



1801 South 2nd Street, Ste. 330 McAllen, TX 78503

August 24, 2020

Jose Delgado, P.E. RCDD, LEED AP  
MEP/ITS Team Leader  
Halff Associates  
5000 West Military Hwy.  
McAllen, Texas 78503

Re: Architectural Services Proposal  
Hidalgo County Autopsy Building  
New X-Ray room 102

Dear Jose:

The Warren Group greatly appreciates the opportunity in providing professional services for Room 102 retrofit to incorporate a new X-Ray equipment. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

| UNDERSTANDINGS AND ASSUMPTIONS:

- This proposal includes the conceptual design for an approximately 400 S.F. room retrofit to incorporate a new X-Ray machine.
- Halff Associates will provide all technical information for the X-Ray equipment
- We understand from our conversation that the room will not require any added shielding. Halff Associates will provide back-up information from the X-Ray provider of study performed and confirmation that no shielding will be required. Please note that typically; any radiation room (X-Ray) needs to be designed, tested and approved by a licensed medical physicist. This needs to be issued to the Texas Department of State Health Services Radiation Control.
- This Proposal includes Architectural services.
- MEP engineering is to be provided by Halff Associates and excluded from this proposal.
- Structural Engineering for any ceiling mounted track is to be provided by others and excluded from this proposal.
- The County will be responsible for issuing the plans and X-Ray equipment with the Texas Department of State Health Services Radiation Control.
- This proposal excludes environmental assessments. (Asbestos, air quality surveys).
- This Proposal excludes Landscape and Irrigation Design Services. This can be provided under a separate proposal.

We propose to provide the following scope of services for this project for the stipulated sum fees for each phase respectively. If the tenant likes any of our floor plans or plans to use any of them, the space plans will remain TWG intellectual property and will be noted as such.

| PRELIMINARY AND DESIGN INTENT DRAWINGS:

Stipulated Sum Fee \$1,200

Preliminary Site and Shell Evaluation  
Floor Plan  
Ceiling Plan  
Code Check  
TDSHS Review

Based on Owner provided design program, The Warren Group will prepare a cad file of the preliminary floor plan to meet applicable building codes and program provided. Our team will evaluate the site conditions and information provided for the X-ray equipment and any evaluation from a licensed physicist. We will make recommendations if the site appears to not comply with the Texas State Health Services and Texas Accessibility and ADA Standards. We will issue the Floor Plan layout and Area Summary to Authorized representatives for review and comment. Based on Owner comments, we will provide up to two revisions of the floor plan as part of basic services. Additional revisions may be provided upon Owner request as an additional service. The Warren Group will prepare a proposed concept, review for initial code compliance, and provide area tabulations for the various main portions of the building.

| DESIGN DEVELOPMENT: Included on the Construction Document Fee

Based on the approved Schematic Design, The Warren Group will prepare a Design Development CADD package to be used for preliminary pricing. This package will include dimensioned floor plan, preliminary equipment plan, and an outline specification for the approved concept. We will submit this package for review. Architect will work on adjustments needed to meet the budget objectives; we will provide one revision to this package within basic services upon request by Owner Representative. At this stage, our team will also conduct a meeting with the City Building Inspections, Engineering, Fire, Planning and Zoning Departments for project review.

| CONSTRUCTION DOCUMENTS: Stipulated Sum Fee of \$ 3,800

Based on approved Design Intent Drawings, The Warren Group will prepare construction documents for the project as required for the permitting and construction of the project. The construction documents will include the following:

- Architectural, Interiors, plans and specifications for the purpose of final pricing, permitting and construction of the project.
- Coordinate with the City for Plan approval and pre-permit plan review. We will coordinate with the County to provide Architectural plan portion to be issued to the State Health Services. The Warren Group will assist the Owner in obtaining proposals for Owner direct vendors or consultants if requested on an additional hourly fee basis. Please note: No additional services will be provided without the prior written consent from Half Associates.

| BASE CONSTRUCTION PHASE SERVICES: Stipulated Sum Fee of \$1,200

The Warren Group will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis:

- Participate in a pre-construction conference with the contractor and project team.
- Participate in 6 (six) project construction meetings during the construction of the project and prepare follow up meeting notes.
- Conduct 6 (six) site visits during the construction of the project and prepare and follow up field reports with photographic documentation. The travel expenses of these site visits are included. Any additional trips to the Site are to be billed as our reimbursable expense section below.
- Review specified shop drawings and submittals.
- Issue Architect's Supplemental Instructions as response to General's Contractor's RFI's as needed.
- Review and approve contractor submitted pay applications and change orders.
- Prepare a final project punch list and provide one (1) follow-up inspection review.
- Issue a certificate of substantial completion.
- Mileage expenses throughout the Rio Grande Valley are included as part of the basic fee services.
- Coordination with Owner's or Tenant's insurance companies, attorneys, or banking institutions.

| ADDITIONAL SERVICES: Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined:

- Plan assessment review with the Texas Department of State Health Services.
- Any travel to Austin related to meeting with the Texas Department of State Health Services
- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Additional construction phase project meetings, field reports and contractor correspondence.

HOURLY FEE SCHEDULE:

Architectural services listed as hourly or requested in addition to the basic services listed above will be completed per our standard hourly fee schedule below or by separate proposal:

Principal	\$200.00
Engineer and Associate	\$150.00
Intern Architect	\$95.00
Technical Assistant	\$65.00
Clerical	\$45.00

| REIMBURSABLE EXPENSES:

All reimbursable expenses associated with these services shall be invoiced as they are incurred at 1.10 times the actual cost. These expenses are in addition to the Architectural fees associated with the services performed. Such expenses may be travel expense, mileage (.55/mile), computer plotting, printing, photographs, reproduction work, photocopies, postage, delivery, long distance telephone calls, facsimile transmissions, parking, Engineering Consultants fees, etc.

In House Plot/Print Rates:

Computer Plots	
Large scale prints - 30"x42" Black & white laser copies	\$ 7.00/each
30"x42" Original color prints	\$ 45.00/each
24" x 36" Black & white laser copies	\$ 3.50/each
24" x 36" Original color prints	\$ 30.00/each
11"x17" Original color prints	\$ 15.00/each
11"x17" Black & white prints	\$ 3.00/each

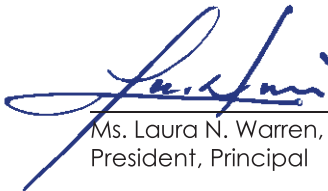
| AGREEMENT

If the terms of this proposal and the attached General Terms and Conditions meet with your approval, please return a signed original of this agreement to serve as authorization to proceed with services.

Thank you again for the opportunity to submit this proposal.

Submitted by:

Accepted by:

  
 Ms. Laura N. Warren, AIA  
 President, Principal

August 24, 2020 \_\_\_\_\_  
 Date Jose Delgado, P.E. RCDD, LEED AP Date  
 MEP/IT Team Leader

GENERAL TERMS AND CONDITIONS:  
HIDALGO COUNTY – X-RAY ROOM RETROFIT  
THE WARREN GROUP ARCHITECTS, INC.

I. SCOPE

THE WARREN GROUP (hereinafter "Architect") agrees to perform the services described in the attached Letter of Proposal which incorporates these General Terms and Conditions. Unless modified in writing by the parties hereto, the duties of the Architect shall not be construed to exceed those services specifically set forth in the Letter of Proposal. The Letter of Proposal and these General Terms and Conditions, when executed by Halff Associates, Jose Delgado (hereinafter "Customer"), shall constitute a binding Agreement on both parties.

II. COMPENSATION

Customer agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at (1.5) percent per month from the date the Customer received the invoice until the date Architect receives payment. Such interest is due and payable when the overdue payment is made. Fee charges will be billed as specified in the attached Letter of Proposal.

III. REIMBURSIBLE EXPENSES

Direct expenses will be invoices additional to fees at actual cost plus a service charge of (15.0) percent. Subcontracted consulting services will be billed at actual cost plus a service charge of (10.0) percent. Texas Accessibility Plan Review and Inspection Fees will also be submitted as a reimbursable expense.

IV. RESPONSIBILITY

Architect is employed to render a professional service only, and any payments made by Customer are compensation solely for such services rendered and recommendations made in carrying out the work. Architect shall follow the standard practices of the Architectural profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

In performing professional services, Architect shall act as agent of Customer. Architect's review or supervision of work prepared or performed by other individuals or firms employed by Customer shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident Architectural inspection provided by Architect is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Architect does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

V. SCOPE OF CUSTOMER SERVICES

Customer agrees to provide site access, and to provide those services described in the attached Letter Proposal's Scope of Work.

VI. INDEMNIFICATION

Architect agrees to indemnify and hold Customer harmless from damages, claims, demands, suits, causes of action, judgments, costs and expenses including reasonable attorney's fees and expenses resulting from:

1. Damage to property of any person, form, corporation or governmental agency, including property of Customer, and/or
2. Death of or injury to any person or persons, including employees of Customer, arising out of, and to the extent caused directly by, a negligent act or omission or willful misconduct of Architect, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

In the event that Customer is found to be concurrently negligent, Architect shall not indemnify for the proportionate negligence of Customer, but shall indemnify for the portion of negligence solely attributable to Architect, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor, up to an aggregate amount for the project of \$1,000,000. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. Customer may not assert any claim against Architect after the shorter of (1) 3 years from substantial completion of services giving rise to the claim, or (2) the statute of limitation provided by law.

Customer acknowledges Architect may perform work at facilities that may contain hazardous materials or conditions, and that Architect had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of Customer, Customer agrees to indemnify, defend, and hold Architect harmless (including attorneys' fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Customer against Architect or Architect's employees, agents, officers or directors, in any way arising out of the presence of hazardous materials at the facilities, except for claims shown by final judgment to arise out of the sole negligence of Architect.

VII. INSURANCE

Architect shall maintain during the life of the Agreement the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$500,000.
2. Automobile bodily injury and property damage liability insurance with a limit of not less than \$500,000.

GENERAL TERMS AND CONDITIONS:  
HIDALGO COUNTY – X-RAY ROOM RETROFIT  
THE WARREN GROUP ARCHITECTS, INC.

3. Statutory workers' compensation and employers' liability insurance as required by state law.

4. Professional liability insurance.

VIII. SUBCONTRACTS

Architect shall be entitled, to the extent determined appropriate by Architect, to subcontract any portion of the work to be performed under this project.

IX. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Customer or Architect without the prior written consent of the other.

X. INTEGRATION

These terms and conditions and the letter agreement (Scope of Work) to which they are attached represent the entire understanding of Customer and Architect as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

XI. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State in which the Architect's office performing the majority of the work for this project is located. Jurisdiction of litigation arising from the Agreement shall be in that State. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Venue will be in the State District Court in which the Architect's office performing the majority of the work for this project is located.

XII. SUSPENSION OF WORK

Customer may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the Customer make normal progress in the performance of the work impossible. Architect may request that the work be suspended by notifying Customer, in writing, of circumstances that are interfering with normal progress of the work. Architect may suspend work on the project in the event Customer does not pay invoices when due. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XII.

XIII. TERMINATION OF WORK

Customer or Architect may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 7 days

prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with receipt returned to the sender. Architect will be compensated for all services, reimbursable expenses and additional services incurred up to and including the termination date.

XIV. ALTERNATIVE DISPUTE RESOLUTION

It is agreed by both parties that Arbitration, in any form, will not be allowed. Any claim(s), dispute(s) or other matter(s) in question between the parties to this Agreement arising out of or relating to this Agreement, or the breach thereof, which are not disposed by mutual agreement of the parties, shall be submitted, if agreed in writing by both parties, to mediation prior to submission of the matters in question to appropriate courts of law.

XV. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Owner agrees to limit the Architect and Consultants' liability for the Owner's damages to their total sum of fees paid respectively or a total liability limit amount of \$25,000, whichever is less. This limitation shall apply regardless of the cause of action legal theory pled or asserted.

SUBMITTED BY:

Architect: The Warren Group Architects, Inc.

Signature:   
Ms. Laura N. Warren, AIA

Date: August 24, 2020

APPROVED BY:

Customer: HALFF ASSOCIATES

Signature: \_\_\_\_\_  
Jose Delgado, P.E. RCDD. LEED AP

Date: \_\_\_\_\_