

EXHIBIT "F"

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. 1 to
WORK AUTHORIZATION No. 1
C-20-680-12-29

TO MAIN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES for
"Hidalgo County Precinct 4 Plains Capital 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 **29th day of December, 2020** and **Work Authorization No. 1** on the **23rd day of March, 2021**, concerning Engineering for: **Hidalgo County Precinct 4 Plains Capital Building** (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 Owner requested Structural Services by a Structural Engineer for an existing CMU wall assessment and Pre-design. To determine if the CMU wall is a load-bearing wall and provide recommendations, in the amount of \$ 3,550.00.**

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

The following additional work needed:

- 1. **Structural Assessment and Pre-design** **\$ 3,300.00**
- 2. **Reimbursable** **\$ 250.00**

TOTAL

\$ 3,550.00

- 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 in amount of \$ 24,183.00 is increased by \$ 3,550.00 to a revised total of \$ 27,733.00.

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 9th day of December, 2021.

THE ENGINEER:
HALFF ASSOCIATES, INC.

BY: 
Gabriel Benavides, PE, Electrical/ ITS Team Leader

THE OWNER:
HIDALGO COUNTY

BY: _____
Richard Cortez, County Judge

LIST OF ATTACHMENTS

- Exhibit "B" Scope of Services to be provided by the Engineer
- Exhibit "C" Work Schedule
- Exhibit "D" Cost Proposal

EXHIBIT B

-Scope of Services to be provided by the Engineer

Through project award via Work Authorization, Engineer shall provide Professional Services to conduct an assessment and recommendations. Type of services that may be included as dictated by the individual project requirements consist of: 1) Structural Engineering Assessment

Half Associates, Inc. is pleased to submit this Supplemental No.01 to the Work Authorization No. 01 proposal under our existing Professional Service Agreement (C-20-680-12-29) with Hidalgo County to provide structural engineering services for an existing CMU wall assessment and recommendations.

Phase 1: Assessment and Pre-design

Structural:

- Collect facility information and/or existing structural layout plans (if available) from the building owner to understand structural systems.
- Perform a structural site survey to collect data on sizes of existing structural members.
- Perform visual observations to obtain existing condition of structure, loading of structure, critical areas in need of attention/repair.
- Perform a structural analysis to determine structural adequacy of existing members and conditions.
- Provide owner with a summary of visual observations and results from our structural analysis along with recommendations on possible options going forward.

Phase 2: Design and Construction

- Once Phase I is complete and the extent of required actions has been identified, construction documents will be generated with recommendations as needed to remedy any concerns.

Specific Exclusions

- Excludes any material testing of existing structural components.
- Excludes Verification of existing foundation system.

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 12/13/2021.

Phase 1 – Assessment and Pre-design

- **Site Visit – Week of December 20th – 23rd, based on site availability**
- **Observation report based on findings – January 31, 2022**

EXHIBIT D

Cost Proposal

**Structural Engineering Services for an assessment of an existing wall at Hidalgo County Precinct 4
Plains Capital Building**

Phase 1	
Assessment and Pre-design	\$ 3,300.00
Est. Reimbursable Expenses	\$ 250.00
TOTAL FEE	\$ 3,550.00

	Engineer V	Engineer IV	Engineer III	Specialist I	Field Tech III	Office Tech II	Administrative II	Surveyor V	Surveyor IV	Sub-Consultant	TOTAL (HOURS)	TOTAL (\$)
Contracted Rates:	\$ 310.94	\$ 222.10	\$ 175.97	\$ 85.42	\$ 103.94	\$ 78.18	\$ 82.74	\$ 247.72	\$ 165.72			
Site Investigation												
Perform field data collection on existing electrical circuits	-	3.42									3.42	\$760.00
Perform field data collection on structured cabling, data cabling	-	3.42									3.42	\$760.00
Phase I - Structural Site Assessment and Pre-design (HALFF Associates Inc.)	1.45						1.2					\$550.15
Sub-Total (Hours)	1.45	6.84	0.00	0.00	0.00	0.00	1.20	0.00	0.00	0	9.49	\$2,070.15
Sub-Total (\$)	\$451	\$1,520	\$0	\$0	\$0	\$0	\$99	\$0	\$0	\$0		\$2,070.15
Demolition												
Review Existing Documents and Proposed Equipment (Plans)	-	-	1.65	-	-	-	-	-	-	-	1.65	\$290.00
Develop electrical demolition plans to indicate electrical circuits to demolish	-	-	-	2.22	-	1.92	-	-	-	-	4.14	\$340.00
Develop structured cabling demolition plans to indicate associated cabling to demolish	-	-	-	2.22	-	1.92	-	-	-	-	4.14	\$340.00
Sub-Total (Hours)	0.00	0.00	1.65	4.45	0.00	3.84	0.00	0.00	0.00	0	0.00	\$0.00
Sub-Total (\$)	\$0	\$0	\$290	\$380	\$0	\$300	\$0	\$0	\$0	\$0		\$970.00
Electrical Design												
Modifications to electrical distribution system	-	1.71	1.65	-	-	7.67	-	-	-	-	11.03	\$1,270.00
Development of one-line diagram	-	-	1.65	-	-	3.84	-	-	-	-	5.49	\$590.00
Perform electrical plans to extend new circuits for the new furniture layout	-	-	-	2.22	-	23.02	-	-	-	-	25.25	\$1,990.00
Develop project specific details	-	-	1.65	-	-	3.84	-	-	-	-	5.49	\$590.00
Specify power pole(s) to serve existing furniture under new layout	-	1.71	-	-	-	-	-	-	-	-	1.71	\$380.00
Specify circuit arrangement to meet energy conservation code requirements for furniture applications	-	1.71	-	2.22	-	1.92	-	-	-	-	5.85	\$720.00
Power circuits for new A/V monitors and timeclocks	-	-	-	1.11	-	.96	-	-	-	-	2.07	\$170.00
Coordination meetings with owner to discuss power associated progress (total of 4 Web conferences)	-	3.42	-	-	-	-	-	-	-	-	3.42	\$760.00
Division 1 Specs	-	1.71	-	-	-	-	1.62	-	-	-	3.33	\$514.00
Technical Specs	.77	1.71	-	-	-	-	1.62	-	-	-	4.10	\$754.00
Sub-Total (Hours)	0.77	11.98	4.94	5.56	0.00	41.25	3.24	0.00	0.00	0	67.74	\$0.00
Sub-Total (\$)	\$240	\$2,660	\$870	\$475	\$0	\$3,225	\$268	\$0	\$0	\$0		\$7,738.00
Information Technology Systems Design												
Review Existing Documents and Proposed Equipment (Plans)	-	1.71	2.47	-	-	-	-	-	-	-	4.18	\$815.00
Specify structured cabling type for application	-	-	1.65	-	-	-	-	-	-	-	1.65	\$290.00
Coordinate with owner zoning for data cabinet to extend data cabling to	-	-	1.65	-	-	23.02	-	-	-	-	25.25	\$2,090.00
Specify data pole for routing of data cabling to furniture	-	-	1.65	-	-	.96	-	-	-	-	2.61	\$365.00
Coordinate timeclock locations with owner and specify cabling and associating terminations	-	.86	-	-	-	-	-	-	-	-	.86	\$190.00
Specify new patch panels for new data cabling	-	.86	.82	-	-	-	-	-	-	-	1.68	\$335.00
Perform fire alarm design for renovated area	-	1.71	1.65	2.22	-	7.67	-	-	-	-	13.35	\$1,460.00
Audio/visual design for TV monitors in renovated conference rooms	-	.86	.82	-	-	7.67	-	-	-	-	9.35	\$935.00
CATV infrastructure	-	.86	.82	-	-	7.67	-	-	-	-	9.35	\$935.00
Sub-Total (Hours)	0.00	6.84	11.54	2.22	0.00	47.01	0.00	0.00	0.00	0	4.18	\$7,415.00
Sub-Total (\$)	\$0	\$1,520	\$2,030	\$190	\$0	\$3,675	\$0	\$0	\$0	\$0		\$7,415.00
Proposal Review & Assessment Phase Services												
Response to RFI's	-	1.71	-	-	-	-	.81	-	-	-	2.52	\$447.00
Review contractor pricing	-	-	1.65	-	-	-	-	-	-	-	1.65	\$290.00
Provide recommendation for award	.77	-	-	-	-	-	.81	-	-	-	1.58	\$307.00
Sub-Total (Hours)	0.77	1.71	1.65	0.00	0.00	0.00	1.62	0.00	0.00	0	5.75	\$1,044.00
Sub-Total (\$)	\$240	\$380	\$290	\$0	\$0	\$0	\$134	\$0	\$0	\$0		\$1,044.00
Construction Phase Services												
Pre Construction Meeting (1 Visit)	-	1.71	-	-	-	-	-	-	-	-	1.71	\$380.00
Response to RFI's	-	1.71	-	-	6.06	-	3.24	-	-	-	11.01	\$1,278.00
Review Submittals	-	1.71	-	-	6.06	-	1.62	-	-	-	9.39	\$1,144.00
Review Payment Applications	-	1.71	-	-	2.02	-	.81	-	-	-	4.54	\$657.00
Field Observations/Punch Lists(2 Field Meetings)	-	-	-	-	12.12	-	-	-	-	-	12.12	\$1,260.00
Project Close-out	-	-	-	-	2.02	-	.81	-	-	-	2.83	\$277.00
Sub-Total (Hours)	0.00	6.84	0.00	0.00	28.29	0.00	6.48	0.00	0.00	0	41.6	\$4,996.00
Sub-Total (\$)	\$0	\$1,520	\$0	\$0	\$2,940	\$0	\$536	\$0	\$0	\$0		\$4,996.00
TOTAL HOURS (PRIME CONSULTANT)	2.99	34.22	19.78	12.23	28.29	92.10	12.54	0.00	0	0	61.0	
TOTAL SUBCONTRACT STRUCTURAL ENGINEERING SERVICES (SUB-CONSULTANT)												
TOTAL EXPENSES (EST. REIMBURSABLES)												\$3,000.00
TOTAL LABOR PLUS EXPENSES												\$500.00
												\$27,733.00

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:
 2021-831766

Date Filed:
 12/10/2021

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-20-680-12-29

"Project No.: 2021-0908 SA#1 to WA#1 for C-20-680-12-29 for Structural Eng. on 2nd Floor Plains Capital Bldg."

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zapalac, Russell	Austin, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Sagel, Joseph	Richardson, TX United States	X	
	Pylant, Ben	Fort Worth, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Miller, Steven	Austin, TX United States	X	
	Llewellyn, Sr, Mark	Tallahassee, FL United States	X	
	Killen, Russell	Richardson, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Bertram, Shawn	Austin, TX United States	X	
	Baker, Jessica	Richardson, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 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:
2021-831766

Date Filed:
12/10/2021

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

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Hidalgo County Precinct No. 4

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C-20-680-12-29

"Project No.: 2021-0908 SA#1 to WA#1 for C-20-680-12-29 for Structural Eng. on 2nd Floor Plains Capital Bldg."

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.

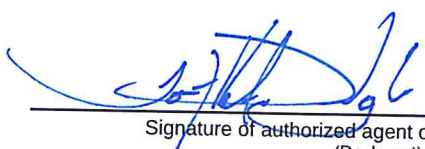
6 UNSWORN DECLARATION

My name is Jose Alberto Delgado, and my date of birth is 06/05/1978.

My address is 5000 West Military, Ste. 100, McAllen, TX, 78503, Hidalgo.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 10th day of December, 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



December 10, 2021
AVO 37232.009

Hon. Ellie Torres
Attn: Leticia Saenz
Hidalgo County
1051 N. Doolittle Road
Edinburg, TX 78542

RE: Subcontracting Notice for Hidalgo County Old Plain Capital Building

Dear Commissioner Torres:

We would like to inform you of the subcontractor that we will be using on the Facility Improvements for Hidalgo County Old Plains Capital Building – Work Authorization No.1. Please coordinate with your Purchasing Department for Commissioner’s Court approval of this notification. These subcontractors will be providing Architectural Services for the above referenced project.

Subcontractor:

Mr. Miguel Chanin
Chanin Engineering, LLC
400 Nolana, Suite H2
McAllen, Texas 78504
(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 / Project Manager



400 Nolana, Suite H2
McAllen, Texas 78504
T: (956) 687-9421 | F: (956) 687-3211
ChaninEngineering.com
TBPE Firm Registration No. F-9369

SERVICE CONTRACT

November 22, 2021

Ray Peynado, PE
Electrical Engineer
Halff Associates, Inc.
O: (956) 445-5266
rPeynado@Halff.com

Re: *Structural Engineering Services*
Hidalgo County Old Plains Capital Building
CMU Wall Assessment
(CE Project #21-297)

Dear Ray Peynado:

Chanin Engineering, LLC appreciates the opportunity to submit this proposal for professional services for the proposed project.

Project Understanding

As determined by the email correspondence sent on Wed, November 17, 2021, our proposal is based on the following project understanding:

- The project is located on McColl Rd in Edinburg, TX, and is an existing 2-story conventional steel building.
- The purpose of the assessment is to determine if an existing CMU wall is load-bearing and provide any recommendations to relocate wall to accommodate the proposed floor plan.

SCOPE OF SERVICES

Phase I: Assessment and Pre-design

In this phase, Chanin Engineering will work to gather necessary information about the existing conditions.

Specifically, Chanin Engineering at this time will:

- 1) Collect facility information and/or existing structural layout plans (if available) from the building owner to understand structural systems.
- 2) Perform a structural site survey to collect data on sizes of existing structural members.

- 3) Perform visual observations to obtain existing condition of structure, loading of structure, critical areas in need of attention/repair.
- 4) Perform a structural analysis to determine structural adequacy of existing members and conditions.
- 5) Provide owner with a summary of visual observations and results from our structural analysis along with recommendations on possible options going forward.

Phase II: Design and Construction

Once Phase I is complete and the extent of required actions has been identified, construction documents will be generated with recommendations as needed to remedy any concerns.

ENGINEERING FEE

This proposal provides for the performance of professional work for basic services as described in the SCOPE OF SERVICES section as follows:

Engineering Fee Phase I: \$3,000

Engineering Fee Phases II: To be determined at an hourly basis as per the rates included below.

*Fees valid for **30** days from date on your proposal.

EXCLUSIONS

- **Excludes any material testing of existing structural components.**
- **Excludes Verification of existing foundation system.**

Excluded in this proposal is structural engineering work other than the scope of services described above, and, additional services required by major modifications made to the project by either the Owner, their representatives, other project consultants, or our client after initiation of construction document phase. A separate additional services contract mutually acceptable to the Client/Owner shall be drafted to accommodate any major structural changes. Also excluded are special inspections, out of town expenses required by the project (other than any site observation visits if specified herein), reproduction services, deep foundation design, and additional or specialized analysis techniques that may be required pending further studies, findings, or information. All the work excluded in the foregoing are considered additional services and will be charged according to the terms and condition of our standard agreement. See ENGINEERING FEE section for our prevailing hourly rates.

This Engineering fee was based on the conceptual information provided to Chanin Engineering, LLC. Authorization will first be obtained from the Client before performing work beyond the Basic Services Scope of Work due to conditions that may occur for which we are not responsible.

The fee is subject to change if the project scope of work is modified from the original scope description. Any fee increase for additional services as described in the EXCLUSIONS section for this part of the project will be discussed and mutually agreed upon before commencing any work beyond the basic work scope. Additional services will be charged at our prevailing hourly rate as follows:

SCHEDULE OF FEES

Chanin Engineering, LLC's prevailing rates are as follows:

<u>Engineering:</u>	<u>Hourly rate</u>
E-1 Engineer In Training 1	\$105.00
E-2 Engineer In Training 2	\$115.00
E-3 Project Engineer 1 *	\$135.00
E-4 Project Engineer 2 *	\$145.00
E-5 Principal Engineer *	\$175.00

<u>Technicians:</u>	
T-1 Technician I	\$ 75.00
T-2 Technician II	\$ 85.00
T-3 Technician III	\$ 95.00

<u>Computer Aided Drafting:</u>	
C-1 CAD I	\$ 55.00
C-2 CAD II	\$ 65.00
C-3 CAD III	\$ 75.00

<u>Administrative:</u>	
A-1 Clerical	\$ 40.00
A-2 Accounts Payable/Billable	\$ 45.00
A-3 Office Manager/Executive Assistant	\$ 55.00

* Licensed professional engineer, unless noted otherwise.

The Basic Service fee shall be billed by monthly invoice based on project progress.

ENGINEERING AND TECHNICAL CLASSIFICATIONS

Engineering:

E-1	Engineer in Training I -	Graduate Engineer with 0-3 years experience, work under close supervision.
E-2	Engineer in Training 2 -	Graduate Engineer with 2-plus years experience, capable of carrying out assignments with minimum supervision, supervise drafting and layout work.
E-3	Project Engineer 1 -	<u>Registered</u> Engineer with 4-plus years experience, can handle moderately complex tasks with minimal supervision, supervise the work of other engineers and drafters.
E-4	Project Engineer 2 -	<u>Registered</u> Engineer with <u>6-plus</u> years experience, can handle complex tasks with only general supervision,

coordinates and supervises work of other engineers and drafters.

E-5 Principal Engineer -

Registered Engineer and possibly company officer, completely capable of handling and supervising all aspects of design and drawing production.

Technicians:

T-1 Technician I -

5-plus years experience and/or education, capable of handling all drafting functions and simple engineering design and calculation tasks with some supervision.

T-2 Technician II -

7-plus years experience and/or education, capable of handling all drafting functions with minimal supervision, can supervise the work of drafters.

T-3 Technician III -

10-plus years experience and/or education, capable of handling all drafting and many engineering related tasks with little supervision, can supervise the work of drafters and technicians.

Computer Aided Drafting:

C-1 Junior Drafter I -

Capable of drawing tasks and tracing-type work, under close supervision of others.

C-2 Drafter II -

2-plus years experience and/or education, handles many drafting tasks under supervision.

C-3 Senior Drafter III -

3-plus years experience and/or education, handles most drafting tasks while exercising judgment on layout and planning, receives minimal supervision.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic and any Additional Services. These expenses include actual expenditures incurred in the interest of the Project for the expenses listed below:

- a) Expense of reproduction, postage, delivery, handling of drawings, photos, specifications, and other documentation.
- b) Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner will be charged at 1.5 times of hourly rates listed above.
- c) Expense of materials for structural sketches, models, mock-ups, binders, exhibit boards and other miscellaneous exhibits requested by the client.

- d) Expense of additional insurance coverage or limits including Professional Liability Insurance, requested by the Owner in excess of that normally carried by Chanin Engineering, LLC.
- f) Reimbursable expenses will be billed at actual cost X 1.05.

*Monthly invoices shall be due upon receipt. Invoices paid beyond 30 days from the invoice date may be charged a 1.0%/mo. Service charge. Should the project be abandoned by either the client and/or Owner after structural work has commenced, the percentage of work completed to the date of written notice of abandonment shall be billable and due within 14 days of such notice.

SCHEDULE FOR COMPLETION OF PROJECT

The project schedule will be discussed and mutually agreed upon prior to the notice to proceed. This proposal is based on the premise that complete and accurate plans, documents, and reports are to be made available for the undertaking of this project *on a timely basis*. We shall not be held responsible for delays that may occur which are out of our control or for which we are not responsible and therefore may have a negative effect on the project schedule. It is further understood that Chanin Engineering, LLC. will provide our client with one set of reproducible drawings at the intermediate and final submittals. Chanin Engineering, LLC will not be responsible to pay for reproduction/delivery costs at the various and final submittals as well to all bidders and/or parties.

DISPUTE RESOLUTIONS

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.

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.

Sincerely,

Chanin Engineering, LLC by



Miguel Chanin, PE
President

Chanin Engineering, LLC Approval:

Client Approval:



11/22/21

Signature

Date

Signature

Date

Miguel Chanin, P.E.

Print Name

Print Name