



February 28, 2026  
(Revised April 8, 2026)

Marlon Lobban  
Director  
Public Works Department  
630 NW 2<sup>nd</sup> St  
Hallandale Beach, FL 33009

REF: Bid No. RFP FY 2024-2025-14-CCNA – Architectural Design  
City of Hallandale Continuing Services  
Project Title: City of Hallandale 40 Year Inspections  
Facility Name: Refer to the attached list of Buildings to be Inspected  
Facility Address: Refer to the attached list of Buildings to be Inspected

Dear Marlon,

Please accept this document as our proposal to provide Architectural and Engineering (A/E) services for the above-referenced project.

**Scope of Work:**

- Refer to the attached list of City Buildings and to the 40-Year Inspection as requested by Section 110.15 of the Broward County Administrative Code Building Safety Inspection Program. Building List must be verified by City Staff before proceeding.
- Six (6) buildings to be inspected as shown tagged in the attached Project List.
- Buildings complying with the following requirements are to be inspected:

*25-year-old building regardless of its use that is 3,500 square feet (cumulative area, not by the foot print) in area (requirement includes warehouse and maintenance buildings).*

**Schedule:**

The Schedule to perform the Scope of Work shall be coordinated with City Staff based on buildings with the highest priority. Our Team is available to start the work immediately.

**Deliverables:**

Structural and Electrical 40-Year Broward County Safety Inspection Checklist and photo documentation for each building.

**Architectural/Engineering Fees:**

Architecture/Project Management/Coordination: Justin Architects, P.A. (See attached hourly breakdown):.....	\$22,675.26
Structural Engineering: TRC (See attached proposal):.....	\$54,080.00
Electrical Engineering: CES (See attached proposal):.....	\$33,000.00
Sub-Total Fees (Lump Sum):.....	\$109,755.26
Reimbursables:.....	\$2,000.00
<b>Total Fees (Lump Sum):.....</b>	<b>\$111,755.26</b>

We appreciate the opportunity to present you with this proposal. Should you need any additional information, please contact us at your convenience.

Sincerely,



Juan Justiniano, Principal  
AIA, NCARB, AICP, LEED AP BD+C  
Justin Architects, P.A.

Justin Architects, P.A.  
2400 East Commercial Blvd. Suite 201  
Fort Lauderdale, Fl. 33308  
954-771-2724



**City of Hallandale - Building Safety Inspection Program**  
**40-Year Inspections**

4/8/2026

SURVEYING	Not Included
CIVIL	Not Included
LANDSCAPE	Not Included
ARCHITECTURE	\$ 22,675.26
STRUCTURE	\$ 54,080.00
MEP	\$ 33,000.00
SUB-TOTAL FEES (LUMP SUM)	\$ 109,755.26
REIMBURSABLE	\$ 2,000.00
<b>TOTAL FEES (LUMP SUM)</b>	<b>\$ 111,755.26</b>

Justin Architects, P.A.  
 2400 East Commercial Blvd.  
 Suite 201  
 Fort Lauderdale, FL 33308  
 954-771-2724



Project Title: **City of Hallandale - Building Safety Inspection Program  
 40 Year Inspections**

4/8/2026

Fee Worksheet	Principal	Senior Project Architect	Project Architect	CADD Technician	Phase
	\$240.35	\$230.00	\$195.00	\$121.44	Total
A 40-Year Inspections Management/Coordination	2	16	80	24	122
	\$480.70	\$3,680.00	\$15,600.00	\$2,914.56	\$22,675.26
Total Hours	2	16	80	24	122
Total Costs	\$480.70	\$3,680.00	\$15,600.00	\$2,914.56	\$22,675.26

**CITY OF HALLANDALE - BUILDING ASSESSMENT**  
4/8/2026

FACILITY #	NAME	ADDRESS	AREA	BUILT YEAR	AGE	40 YEAR INSPECTION
1	B.J. James Park & Pool	151 NW 9th ST	3,815 SF	2014	13 YEARS	<input type="checkbox"/>
2	Beach Access # 1	South Ocean Dr.	N/A	N/A	N/A	<input type="checkbox"/>
3	Beach Access # 2	South Ocean Dr.	N/A	N/A	N/A	<input type="checkbox"/>
4	Beach Access # 3	South Ocean Dr.	N/A	N/A	N/A	<input type="checkbox"/>
5	Beach Access # 4	South Ocean Dr.	N/A	N/A	N/A	<input type="checkbox"/>
6	City Marina	101 Three Island Blvd.	N/A	2012	14 YEARS	<input type="checkbox"/>
7	Cultural Community Center	410 SE 3rd ST	12,500 SF	1994	31 YEARS	<input checked="" type="checkbox"/>
8	Curci House / Historical Village	324 SW 2nd Ave.	2,937 SF	1924 / 2007	102 / 19 YEARS	<input checked="" type="checkbox"/>
9	Municipal Complex	400 S Federal HWY	77,893 SF	1994	31 YEARS	<input checked="" type="checkbox"/>
10	Department of Public Works	630 NW 2th Ave.	9,000 SF	N.A	N/A	<input type="checkbox"/>
11	Dr. Martin Luther King, Jr. Dream Plaza	640 NW 6th Ave.	8,523 SF	2010	16 YEARS	<input type="checkbox"/>
12	Dr. Martin Luther King, Jr. Park & Dream Center	609 NW 6th Ave.	N/A	2010	16 YEARS	<input type="checkbox"/>
13	Golden Isles Park	500 Egret Dr.	452 SF	2022-21	5 YEARS	<input type="checkbox"/>
14	Golden Isles Tennis Center	600 Blue Heron Dr.	4,647 SF	2022-21	5 YEARS	<input type="checkbox"/>
15	Hallandale Beach Cemetery	809 NW 7 Ave.	N/A	N/A	N/A	<input type="checkbox"/>
16	Hallandale Beach YMCA	501 SE 1st Ave.	53,372 SF	2019	7 YEARS	<input type="checkbox"/>
17	Historical Hallandale Schoolhouse	648 NW 2nd ST	N/A	N/A	N/A	<input type="checkbox"/>
18	Ingalls Park	735 SW 1st ST.	3,748 SF	1963/2010	63 YEARS	<input checked="" type="checkbox"/>
19	Joseph Scavo Park	900 Three Island Blvd.	800 SF	2013	13 YEARS	<input type="checkbox"/>
20	North City Beach abandoned sales center	2801 E Hallandale Beach Blvd.	N/A	N/A	N/A	<input type="checkbox"/>
21	North City Beach Park	111 S Surf Rd.	N/A	N/A	N/A	<input type="checkbox"/>
22	OB Johnson Park & Hepburn Center	1000 NW 8th Ave.	49,984 SF	2016	10 YEARS	<input type="checkbox"/>
23	Peter Bluesten Park	501 SE 1st Ave.	6,270 SF	2004 / 2017	22 / 9 YEARS	<input type="checkbox"/>
24	Pocket Park	Foster Rd. & NW 10th Ave.	N/A	N/A	N/A	<input type="checkbox"/>
25	South City Beach Park	1870 s Ocean Dr.	2,851 SF	2015	12 YEARS	<input type="checkbox"/>
26	Sunrise Park	416 NE 8th Ave.	871 SF	2023-24	2 YEARS	<input type="checkbox"/>
27	Sunset Park	814 SW 6th Ave.	N/A	2016	10 YEARS	<input type="checkbox"/>
28	Fire Station # 7	111 Foster Rd.	28,680 SF	2017	9 YEARS	<input type="checkbox"/>
29	Fire Station # 60	2801 E Hallandale Beach Blvd.	10,500 SF	2004	22 YEARS	<input type="checkbox"/>
30	Fire Station # 90	101 Three Island Blvd.	2,600 SF	1990	36 YEARS	<input type="checkbox"/>
31	NANO Filtration (NF) Water Treatment Plant	630 NW 2nd ST.	18,100 SF	2008	18 YEARS	<input type="checkbox"/>
	Garage	630 NW 2nd ST.	5,140 SF	N/A	N/A	<input type="checkbox"/>
	Crew Quarters (2)	630 NW 2nd ST.	1,515 SF	N/A	N/A	<input type="checkbox"/>
	Warehouse (3)	630 NW 2nd ST.	17,900 SF	1968	58 YEARS	<input checked="" type="checkbox"/>
	Public Works	630 NW 2nd ST.	4,000 SF	1968	58 YEARS	<input checked="" type="checkbox"/>
32	North Beach Municipal Facility	2825 E Hallandale Beach Blvd	7,600 SF (2 STORIES)	2004	22 YEARS	<input type="checkbox"/>
33	Foster Community Center	609 NW 6th Ave.	9,000 SF	2012	16 YEARS	<input type="checkbox"/>

## **TRC Worldwide Engineering**

1230 N. University Drive  
Plantation, FL 33322  
Phone: (954) 484-7777  
[www.trcww.com](http://www.trcww.com)



April 8, 2026

Juan Justinao  
Justin Architects  
2400 E. Commerical Blvd., Ste. 201  
Fort Lauderdale, FL 33308

**RE: Proposal for Structural Engineering Services  
Hallandale – Structural Building Safety Certifications**  
Various, Hallandale Beach, FL

Dear Juan:

TRC Worldwide Engineering (TRC) is pleased to present our proposal for structural engineering services for the above reference project. Our proposal is based on an email from Justin Architects on February 20, 2026 with the list of buildings requiring Building Safety Inspections.

### **PROJECT DESCRIPTION**

One of the services under the CCNA Continuing Professional Services Contract, under which Jenkins and Charland, Inc. (TRC) is a subconsultant to Justin Architects, is for Building Safety Inspections. These inspections are defined by the Broward County Board of Rules and Appeals Policy #05-05. The policy defines which buildings are required to have these inspections and guidelines for what items are to be inspected. The City of Hallandale Beach has identified 6 properties that required these inspections.

### **SCOPE OF SERVICES**

The scope of this inspection will follow the Broward County Building Safety Inspection Program, in conformance with the Florida Building Code. This work consists of an onsite survey and inspection of the structural components as outlined in the Inspection Program Checklist, to document their current condition, to the extent possible, which affects the safety of the building. Some of these buildings may be Threshold Buildings as defined by the Threshold Law F.S. 471. Checklists and reports for those buildings will be signed and sealed by a Florida registered Special Inspector. All checklists and reports will be signed by a Florida licensed professional engineer.

Access must be made available at the time of our prescheduled site visit(s) to avoid delay in completing the survey. This includes access to the roof, access to attic space where applicable for visibility of the roof framing, and any other rooms needed to complete this scope of work. A ladder or other accessible means will need to be provided to document structural framing and other elevated components. A separate checklist will be provided for each building. Non-compliant issues identified during the inspection, if any, will be included in a supplemental report with pictures identifying the areas in need of repair.

Any services requested beyond the issuance of the recertification checklist, including follow-up site visits for the verification of completed repair work, will be performed as requested by the Client and will be performed as additional services, in accordance with the terms of this agreement.

**COMPENSATION**

<b>Building</b>	<b>Square Footage</b>	<b>Fee</b>
Cultural Community Center	12,500	\$9,500
Curci House / Historical Village	2,937	\$4,480
Municipal Complex, City Hall, Police	77,893	\$21,620
Ingalls Park	3,748	\$4,480
Warehouses (3)	17,900	\$9,500
Public Works	4,000	\$4,480
	<b>TOTAL:</b>	<b>\$54,060</b>

Terms of payment are net 30 days. Should services be suspended or terminated prior to completion, work completed as of official notification to stop work shall be invoiced according to percentage of structural services complete, regardless of the status of drawings, or of the work of other parties. After all work is stopped, additional fees may apply to re-start the project.

**PROJECT ASSUMPTIONS**

Our fee and schedule for this work are based upon many assumptions typical for this type of structure. This information is not typically provided in the request for proposal description of the project.

1. The only warranty or guarantee made by TRC in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by furnishing drawings and specifications.
2. Our scope of work does not include field measurements or material testing to verify existing structural drawings or to determine structural member sizes or properties. We shall assume that structural drawings provided accurately depict existing conditions.
3. Our condition survey will not include verification that the building was constructed in accordance with construction documents. Our structural condition review will be limited to visual observations for obvious structural distress. We will only perform a walkthrough of the building and observe areas readily accessible at the time of our visit. We will not remove finishes or architectural elements to observe structural elements.
4. If drawings of the existing buildings are available, the City of Hallandale will provide them.
5. Our scope of work does not include formatting and preparing calculations for submittal to any outside party or responding to peer review questions or comments.

**DELIVERABLES:**

We will provide the Broward County Building Safety Inspection Checklist and photo documentation report for each building.

Please Initial \_\_\_\_\_



**ADDITIONAL SERVICES:**

Any revisions to the scope of work or changes to a portion of the work which has been completed will be considered additional services. After the request of any additional services, we will notify your office in writing of the specific request outside our scope of work. We will include our fee agreement (hourly at rates noted in this proposal or as otherwise agreed upon) and schedule for the additional work. We will not proceed with additional service-related work without signed authorization to proceed from your office.

**QUALIFICATIONS:**

Our staff is composed of highly qualified engineers with many years of experience in the design of this type of structure.

We appreciate the opportunity to provide you with this proposal and for your interest in our firm. We look forward to working with you on this project. Please review the attached Service Authorization Form and General Conditions which are considered part of our agreement, and return a signed copy to authorize commencement of services. Please contact us should you require any additional information.

Sincerely,  
**Jenkins and Charland, Inc.**  
**DBA TRC Worldwide Engineering**



**Donata M. Williams, P.E.**  
Managing Principal

By signing below, you agree that you have read, understand, and will abide by the terms and conditions of this proposal, including the terms and conditions on the attached General Terms and Conditions:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

PLEASE SIGN AND RETURN THE ACCEPTED PROPOSAL WHERE INDICATED ABOVE AND COPY, INITIAL, & RETURN THE GENERAL CONDITIONS. PLEASE COMPLETE BILLING INFORMATION BELOW.

Please Initial \_\_\_\_\_

**BILLING CONTACT INFORMATION**

---

Billing Contact Name

---

Email for Remittance

---

Billing Phone

Please Initial \_\_\_\_\_

**RATE SCHEDULE**

MANAGING PRINCIPAL / DIVISION MANAGER	\$ 250.00 PER HOUR
PRINCIPAL	\$ 225.00 PER HOUR
SENIOR PROJECT MANAGER	\$ 200.00 PER HOUR
PROJECT MANAGER	\$ 185.00 PER HOUR
PROJECT ENGINEER	\$ 165.00 PER HOUR
INSPECTOR	\$ 125.00 PER HOUR
CADD DESIGNER	\$ 125.00 PER HOUR
CLERICAL	\$ 85.00 PER HOUR
EXPERT WITNESS	\$ 350.00 PER HOUR

\*\* Minimum hourly billings will apply to certain activities such as site visits and field reports, refer to the General Terms and Conditions attached for further information.

\*\* The hourly rates listed above are only applicable to the 2026 Calendar Year, rates are subject to change on January 1<sup>st</sup> of each subsequent year.

Please Initial \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

1. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.
2. In the event payment for an invoice is not made within 30 days, TRC Worldwide Engineering, Restoration and Inspection, LLC. (TRC) reserves the right to notify the Client of our intention to stop work on the project.
3. Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made by TRC regarding existing conditions, and because some of these assumptions may not be verifiable without the Client 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 TRC, its officers, directors, employees and subconsultants (collectively, TRC) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with a remodeling or rehabilitation Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by TRC.
4. In the event the Client makes a claim against TRC, at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, and the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees, incurred by TRC in defending itself against the claim.
5. The only warranty or guarantee made by TRC in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by furnishing drawings and specifications.
6. Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub-consultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
7. The outlined scope of services will be accomplished in a timely, workmanlike and professional manner by employees or agents of TRC at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work such as requests by the Client, or others, additional charges will be applicable.
8. Neither the professional activities of TRC, nor the presence of TRC or its employees and subconsultants at a construction/project site, shall impose any duty on TRC, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. TRC and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, TRC and TRC's subconsultants. The Client also agrees that the Client, TRC and TRC's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.
9. TRC maintains Worker's Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Professional Liability Insurance with limits of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. Cost of this coverage is included in our quoted fees. Additional insurance or increased limits of liability are available upon written request for an additional charge.
10. Sales tax, if applicable, shall be an additional charge to all hourly rates, fees and reimbursable expenses. All fees quoted are valid for two months unless specified.
11. All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by TRC as instruments of service shall remain the property of TRC. TRC shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.
12. This agreement is to be governed by the laws of the State of Florida. The venue for legal action arising out of this agreement shall lie exclusively in the Circuit Court in and for Broward County, Florida
13. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the TRC. TRC's professional services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against TRC because of this Agreement or the performance or nonperformance of professional services hereunder. The Client and TRC agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.
14. TRC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers and employees (collectively, Client) against all damages, claims, liabilities or costs, including reasonable attorneys' fees and defense costs, to

Please Initial \_\_\_\_\_

the extent caused by TRC 's negligent performance of professional services under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRC, its officers and employees (collectively, TRC) against all damages, claims, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts taken in connection with the project set forth in this Agreement. Neither TRC nor the Client shall be obligated to indemnify or hold harmless the other party in any manner whatsoever for the other party's own negligence.

15. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay TRC for all services rendered and all reimbursable costs incurred by TRC up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving TRC not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:
  - a. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
  - b. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
  - c. Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
  - d. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
16. In the event of any termination that is not the fault of TRC, the Client shall pay TRC, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by TRC in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.
17. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither the Client nor TRC, their respective officers, directors, partners, subsidiaries, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, this Agreement, or the performance of professional services under this Agreement. This mutual waiver of incidental, indirect or consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and TRC shall require similar waivers of incidental, indirect or consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
18. In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer (TRC), the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, TRC's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of TRC's fee (whichever results in least dollar amount) or other amount agreed upon when added under special conditions. Such causes include, but are not limited to, TRC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
19. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and TRC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation. The Client and TRC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.
20. On-site observations (Site Visits) that are performed on an hourly basis shall include commuting time to and from the jobsite. Given the disruption of work hours as a result of on-site observations, the minimum hourly charge for such site visits shall be four (4) man hours regardless of the actual commute time and time on site. The minimum charge for field observation reports shall be two (2) man hours. When the word "inspection" is used in conversation or written communication, it is intended to be defined as "visual observations of conditions". TRC's site visits and observations are not a substitute for any official inspection required by the Authority Having Jurisdiction.

**Pursuant to Section 558.0035 F.S., an individual employee or agent of consultant (TRC) may not be held individually liable for negligence arising out of or related to this agreement and the services provided.**

Please Initial \_\_\_\_\_



February 23, 2026 (Revised April 7, 2026)

Mr. Juan Justiniano A.I.A.  
President  
Justin Architects, PC  
2400 E. Commercial Blvd. Suite 201  
Fort Lauderdale, Florida 33308

Re: City of Hallandale – 40-year Recertification Inspection

Dear Juan,

We are very pleased to have this opportunity to provide you this proposal for professional engineering services for 40-year electrical re-certification inspections of the following **Six (6) Buildings**:

1. Cultural Community Center - approximately 12,500 square feet.
2. Curci House/Historical Village – approximately ~~41,000~~ **2,937** square feet.
3. Municipal Complex – approximately ~~53,500~~ **77,893** square feet.
4. ~~OB Johnson Park & Hepburn Center – approximately 5,700 square feet.~~
5. ~~City Hall – approximately 53,500 square feet.~~
6. ~~Police Station – approximately 53,500 square feet.~~
7. Warehouse (3) – approximately 17,900 square feet.
8. Public Works – approximately ~~8,000~~ **4,000** square feet.
9. ~~Old Water Plant + Distribution Pumps – approximately 5,100 square feet.~~
10. ~~Hepburn Center – approximately 13,000 square feet.~~
11. **Ingalls Park – approximately 3,748 square feet.**

To complete this work, the following items shall be considered as our “Scope of Services” (hereinafter called the “Project”) and will be provided by our firm.

**SCOPE OF SERVICES -- INCLUDED**

1. Perform visual inspections of the electrical systems on the above referenced properties.
2. Review all prior documentation and/or testing that have been provided to us.

3. Upon completion of our investigation, we will issue a brief summary of our findings/recommendations along with the re-certification form if applicable.
4. If the electrical systems are not in compliance, re-certification fees will be billed hourly at the rate of the specific employee being used.

Any deficiencies requiring additional investigation or testing will be outlined in a separate proposal for your review and approval.

**SCOPE OF SERVICES -- EXCLUDED**

1. We will not be providing contract documents as part of this assessment. Any remediation work requiring contract documents will be an additional service to be provided at a later date if necessary.
2. We will not be providing photometric readings/study of the parking area as part of this assessment. This effort will be an additional service to be provided at a later date if necessary.

**FEES FOR SCOPE OF SERVICES**

Our fee to complete the Professional Services required for the Project is a lump sum value as indicated below.

<b>Fee Breakdown For Design Professional Services</b>					
<b>Staff Classification</b>	<b>Hourly Rate (\$)</b>	<b>Site Evaluation Phase</b>		<b>Report Phase</b>	
		<b>Hours</b>	<b>Fees Subtotal (\$)</b>	<b>Hours</b>	<b>Fees Subtotal (\$)</b>
<b>MEP</b>					
Principal In Charge	\$ 300.00	0	\$0	10	\$3,000
Associate	\$ 275.00	0	\$0	0	\$0
Project Manager	\$ 250.00	70	\$17,500	50	\$12,500
Sr. Engineer	\$ 225.00	0	\$0	0	\$0
Engineer	\$ 200.00	0	\$0	0	\$0
Sr. Engineering Designer	\$ 175.00	0	\$0	0	\$0
Engineering Designer	\$ 155.00	0	\$0	0	\$0
Technician	\$ 135.00	0	\$0	0	\$0
Clerical	\$ 105.00	0	\$0	0	\$0
<b>Total Hours &amp; Fee (Per Phase)</b>		70.00	\$17,500	60.00	\$15,500

<b>Total Fee For Basic Design Professional Services</b>	<b>\$33,000.00</b>
<b>Total Hours For Basic Design Professional Services</b>	<b>130</b>

**Reimbursable Allowance - \$750.00**

In addition to the services listed above, reimbursable expenses incurred by CES, LLC for this project, plus fifteen percent for administration costs, shall be added to the monthly invoice. Items which are considered reimbursable expenses are listed within the attached “Professional Services Agreement – Terms & Conditions”.

**BILLING TERMS FOR SERVICES RENDERED**

CES, LLC shall invoice monthly for all services rendered, as a percentage complete of overall scope, and shall include reimbursable expenses monthly. Invoices shall be generated by the end of each month, and shall be directly mailed to the accounts payable department (or other entity assigned). Invoices are due and payable upon receipt.

**PROFESSIONAL SERVICES AGREEMENT – TERMS & CONDITIONS**

Finally, we have attached to this Scope of Services our “Professional Services Agreement – Terms & Conditions” that details specific contractual items. Please review this carefully and acknowledge your acceptance of our “Professional Services Agreement – Terms & Conditions” by signing the last page of the document and returning one copy to our office. Once we have received the signed copy of the Professional Services Agreement – Terms & Conditions, we will consider this to be your acceptance of this “Scope of Services” and “Professional Services Agreement – Terms & Conditions”. This shall constitute as our notice to proceed on the Project.

Sincerely yours,

CES ENGINEERING SERVICES, LLC

***Steven R. Collins***

Steven R. Collins  
Vice President

# **PROFESSIONAL SERVICES AGREEMENT – TERMS & CONDITIONS**

## **SECTION 1-GENERAL**

1.1. Standard of Care: ENGINEER may employ other such consultants as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

1.2. Definitions. Wherever used in this Agreement the following terms shall apply:

1.2.1. Additional Services. Additional Services means the services to be performed for or furnished to Client by ENGINEER which go beyond the "Scope of Work" as indicated in the proposal.

1.2.2. Reimbursable Expenses. Reimbursable Expenses means the expenses incurred directly in connection with the performance or furnishing of Basic and Additional Services for the Project for which Client shall pay ENGINEER.

## **SECTION 2-BASIC SERVICES OF ENGINEER**

2.1 See Proposal under "Scope of Work" for basic services which are to be provided.

2.2. Construction Phase. When included in the Scope of Work, the following will apply:

2.2.1. General Administration of Construction Contract. ENGINEER shall consult with and advise Client and act as Client's representative. The engineer of record is responsible for review of shop drawings and observing the work during construction. If the CLIENT does not engage the ENGINEER for such services during construction, it is agreed that the Client thereby releases/indemnifies and holds the ENGINEER harmless from any claims arising from the design and construction.

2.2.2. Visits to Site and Observation of Construction.

2.2.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to view the work in progress. Involved detailed inspections of the work is beyond the responsibilities specifically assigned to ENGINEER in this Agreement, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on Engineer's exercise of professional judgment.

2.2.2.2. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

2.2.2.3. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

## **SECTION 3-ADDITIONAL SERVICES OF ENGINEER**

3.1. Additional Services Requiring Authorization in Advance. If authorized in writing by Client, ENGINEER shall furnish or obtain from others Additional Services of the types listed in this section, inclusive, as amended and supplemented as indicated. These services are not included as part of Scope of Work except to the extent stated. These services will be paid for by Client as an additional cost to the base agreement as indicated in Section 6.

3.1.1. If additional services are required and thus requested by the ENGINEER to the Client resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents. Such revisions may also be required and billed to the Client as additional services when there are enacted changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, drawings, specifications, or Contract Documents, or due to any other cause beyond ENGINEER's control.

3.1.2. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration or other legal or administrative proceeding involving the project.

3.1.3. Prepare a set of reproducible record drawings known as "As-Builts" showing record information. ENGINEER will not be responsible for any errors in or omissions in the information provided by Contractor that is incorporated in the record drawings or other record documents.

**SECTION 4-CLIENT'S RESPONSIBILITIES**

Except as otherwise noted, Client shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

- 4.1. Provide all criteria as to requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications.
- 4.2. Give prompt written notice to ENGINEER whenever Client observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of Engineer's services, or any defect or non-conformance in ENGINEER's services or in the work of any Contractor.
- 4.3. If Client provides any technical information to the ENGINEER, ENGINEER shall be reasonably allowed to rely upon that information, without having to independently confirm it.

**SECTION 5-TIMES FOR RENDERING SERVICES**

- 5.1. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase.
- 5.2. The Parties have, or shall in the following the execution of this agreement, mutually agree upon a project schedule that incorporates all key Project dates.

**SECTION 6-PAYMENTS TO ENGINEER FOR SERVICES AND Reimbursable EXPENSES**

- 6.1. Methods of Payment for Services and Expenses of ENGINEER.
  - 6.1.1. For Services as described in the "Scope of Work" the Client shall pay ENGINEER for Services performed or furnished.
  - 6.1.2. For Additional Services the Client shall pay ENGINEER for Additional Services on an hourly rate basis in accordance with the hourly rate schedule listed below.
  - 6.1.3. For Reimbursable Expenses. In addition to payments provided above, Client shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and Engineer's Consultants as set forth herein plus fifteen percent for administration costs.
    - 6.1.3.1. Portal to Portal automobile expenses for personal or company vehicles at the published Internal Revenue Service standard mileage rate for business use plus toll charges.
    - 6.1.3.2. Portal to Portal travel expenses, car rentals, train charges, plane charges and hotel accommodations.
    - 6.1.3.3. Out of state long distance telephone calls and faxes.
    - 6.1.3.4. Federal Express, UPS, etc. mailing charges.
    - 6.1.3.5. Printing of contract documents inclusive of drawings and specifications.
  - 6.1.4. Where compensation is based on an hourly rate, the ENGINEER current hourly rates are as follows:

<u>Description of Position</u>	<u>Hourly Rates For Services Rendered</u>	<u>Description of Position</u>	<u>Hourly Rates For Services Rendered</u>
Principal-In-Charge	\$300/hr	Senior Engineering Designer	\$175/hr
Associate/Team Leader	\$275/hr	Engineering Designer	\$155/hr
Project Manager	\$250/hr	Technician	\$135/hr
Senior Engineer	\$225/hr	Clerical/Secretarial	\$105/hr
Engineer	\$200/hr		

- 6.2. Invoices.
  - 6.2.1. Preparation of Invoices. Invoices for Basic and Additional Services and Reimbursable Expenses will be prepared in accordance with ENGINEER'S standard invoicing practices and will be submitted to Client by ENGINEER at least monthly.

6.2.2. Preparations of Invoices for Lump Sum Contracts: The portion of the amount billed for ENGINEER's services which is on account of the Lump Sum will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. The portion related to services rendered on a Salary Cost basis will be billed based on the Salary Cost (multiplied by a factor, if any, as stated above) incurred at the time of billing.

6.2.3. Preparation of Invoices for the Hourly Rate Cost Contract. The amount billed for ENGINEER's services will be based on the billing hourly rate, incurred at the time of billing.

6.2.4. Unpaid Invoices. If Client fails to make any payment due to the ENGINEER for services and expenses within thirty days after receipt of Engineer's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days written notice to Client, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. In the event a lawsuit is filed to enforce overdue payments, reimbursement of all court costs & reasonable attorney's fees will be payable to the ENGINEER by the Client.

6.2.5 The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses are in addition to the Scope of Services Fee Arrangement. Reimbursable expenses include: Portal to Portal mileage at the published Internal Revenue Service standard mileage rate for business use, toll charges: travel expenses, car rentals, plane charges and hotel accommodations: FedEx, UPS, etc. mailing charges. Photos for recording project conditions. Printing of contract documents inclusive of drawings and specifications

## **SECTION 7-OPINIONS OF COST**

7.1. Opinion of Probable Order of Magnitude Construction Cost.

ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Costs will not vary from Opinions of Probable Order of Magnitude Construction Cost prepared by ENGINEER.

## **SECTION 8-OWNERSHIP AND RE-USE OF DOCUMENTS**

8.1 All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and Engineer's Consultants, as appropriate, shall retain property interest therein (including the right of reuse by and at the discretion of ENGINEER and Engineer's Consultants, as appropriate) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy (e.g. maintenance requirements) of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on future modifications or additions to the Project or on any other project. Any such reuse without written authorization by ENGINEER and Engineer's Consultants, as appropriate, for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and Client shall indemnify, defend and hold harmless ENGINEER and Engineer's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Client shall release ENGINEER and Engineer's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by Client and ENGINEER.

## **SECTION 9-INSURANCE**

9.1 ENGINEER shall maintain the following insurances for the duration of the project until completion: workers' compensation insurance as required under the laws of the state in which the services will be performed; commercial general liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage and professional liability with a per claim limit of no less than \$2,000,000. Professional liability insurance must remain in force (with no less than the stated limits) for two years after substantial completion of the project.

## **SECTION 10-INDEMNIFICATION**

10.1 The Client shall indemnify and hold harmless ENGINEER, its consultants and all of their personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Engineer) or anyone for whose acts any of them may be liable.

**10.2 PURSUANT TO THIS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

## **SECTION 11-DISPUTE RESOLUTION**

11.1 The Client and ENGINEER agree to negotiate any claim, dispute or other matter in question arising out of or related to this agreement in good faith for a period of thirty days. If negotiations are unsuccessful, the Client and ENGINEER shall endeavor to resolve claims, disputes and other matters in question between them by mediation which shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Claims disputes, and other matters in question between parties that are not resolved by mediation shall be decided by either arbitration or litigation. Arbitration shall only commence if it is mutually agreed upon by each of the parties. All arbitrations shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. ENGINEER shall have the right to join any of its subconsultants, suppliers or other entities retained for the Project to any arbitration or mediation.

## **SECTION 12-LIMITATION OF LIABILITY AND WAIVER OF CONSEQUENTIAL DAMAGES**

12.1 ENGINEER'S Limited Liability: To the fullest extent permitted by law, the total liability in the aggregate, of ENGINEER and ENGINEER's Consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or Engineer's Consultants or any of them, shall not exceed the total compensation received by ENGINEER under this Agreement or \$50,000.00, whichever is of the lesser amount.

12.2 Consequential Damages: Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other for any consequential damages incurred due to the fault of the other Party, regardless of the nature of this fault or whether it was committed by the Client or ENGINEER, their employees, consultants, or agents. Consequential damages include, but are not limited to, loss of use, financing and loss of profit.

12.3 Limitation of Claims: The Client acknowledges and agrees that this Agreement is between the Client and ENGINEER. As such, the Client further acknowledges and agrees that it shall not commence any claims against the ENGINEER and/or its consultants' members, employees, consultants, agents and/or representatives arising out of or resulting from the performance of the services for this project. Should any such claims arise, all claims shall be commenced by the Client against the ENGINEER only.

12.4 Agreement Not to Claim for Cost of Certain Change Orders: CLIENT recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications and other design documentation furnished by ENGINEER or in the other professional services performed or furnished by ENGINEER under this Agreement whether caused by professional negligence or by imperfections that are within professional standards ("Covered Change Orders"). Accordingly, Client agrees not to sue and otherwise to make no claim directly or indirectly against ENGINEER on the basis of professional negligence, breach of contract or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 15% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of ENGINEER for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that CLIENT would have incurred if the Covered Change Order work had been included originally in the Contract Documents without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Drawings, Specifications and other design documents furnished by ENGINEER or in Engineer's other professional services related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if ENGINEER is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order.

## **SECTION 13-JOBSITE SAFETY**

13.1 Neither ENGINEER nor its consultants shall be responsible for jobsite safety. Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER, or the ENGINEER's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordination all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The ENGINEER and the ENGINEER's consultants and personnel have no authority to exercise any control over any construction contractor or their entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the ENGINEER and the ENGINEER's consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

#### **SECTION 14-TERMINATION OR SUSPENSION**

14.1 If the Client fails to make payments to the ENGINEER in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the ENGINEER's option, cause for suspension of performance of services under this Agreement. If the ENGINEER elects to suspend services, prior to suspension of services, the ENGINEER shall give seven days written notice to the Client. In the event of a suspension of services, the ENGINEER shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the ENGINEER shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the ENGINEER's services. The ENGINEER's fees for the remaining services and the time schedules shall be equitably adjusted.

14.2 If the Project is suspended for more than 90 consecutive days by either party, the ENGINEER may terminate this Agreement by giving not less than seven days' written notice.

14.3 In the event of termination not the fault of the ENGINEER, the ENGINEER shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

14.4 Suspension/Termination of Services by Engineer for Nonpayment. For past due accounts, ENGINEER may, at its sole discretion, suspend its performance of services for the project until all outstanding fees have been paid in full. ENGINEER shall not be responsible for any damages arising from, or relating to, its suspension of its services. Furthermore, upon the commencement of the project after the suspension, ENGINEER shall be compensated for any reasonable costs associated with the delay. Alternatively, ENGINEER reserves its rights to terminate the project for non-payment of fees instead of suspending its services in accordance with the following paragraph. The choice of suspension or termination shall be at ENGINEER's sole discretion.

#### **SECTION 15 ACCESS TO SITE**

15.1 Unless otherwise stated, ENGINEER will have access to the site for activities necessary for the performance of the services, ENGINEER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage, unless otherwise agreed upon.

#### **SECTION 16-MISCELLANEOUS**

16.1 Controlling Law. This Agreement is to be governed by the law of the principal place of business of ENGINEER.

16.2 Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16.3 Hidden Conditions. A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If CES, LLC has reason to believe that such a condition may exist, ENGINEER shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition, and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) ENGINEER has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and shall not be responsible for the existing condition nor any resulting damages to persons or property.

16.4 Independent Contractor. ENGINEER shall perform all work covered by this Agreement as an independent contractor, maintaining full and complete control over ENGINEER's employees and all of ENGINEER's subconsultants. The Client shall have no control or right to control such employees and subcontractors, except as herein provided.

16.5 Permits and Approvals. The Client shall be responsible for applying for and securing necessary permits and approvals for the project. ENGINEER shall assist the Client in applying for applicable permits and approvals typically required for the work performed by ENGINEER.

16.6 No Warranty. The Client agrees that services provided shall be rendered without any warranty, expressed or implied.

16.7 Codes and Standards Compliance. ENGINEER shall put forth reasonable professional efforts to comply with applicable codes, regulations and laws in effect as of the date of submission to the authorities relating to its work.

16.8 Force Majeure. Except for Client’s obligation to pay for services rendered, no liability shall attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected including but not limited to, acts of God, fire, flood, unanticipated site or subsurface conditions, explosion, war, terrorism, epidemics, quarantine restrictions, request or intervention of a governmental authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment fuel or transportation.

16.9 Assignability. Neither the Client nor ENGINEER shall assign this Agreement without the written consent of the other.

16.10 Entire Agreement. This Agreement represents the entire and integrated agreement between the Client and ENGINEER and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and ENGINEER.

16.11 Third-Party Beneficiaries. Nothing contained in this Professional Services Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or ENGINEER.

16.12 Applicable Law. Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of ENGINEER.

16.13 Authority of Signing Parties: The individuals signing this contract as CLIENT and ENGINEER warrant that he/she each has the authority to sign such an agreement.

**EXHIBITS** (incorporated by reference):

**A.** Scope of Services

This Professional Services Agreement, including all Exhibits, represents the entire understanding between the ENGINEER and the Client with respect to the Project.

**CLIENT**  
\_\_\_\_\_  
  
\_\_\_\_\_  
Signature  
  
By: \_\_\_\_\_  
Name  
  
Its: \_\_\_\_\_  
Title  
Duly Authorized  
  
\_\_\_\_\_  
Date

**ENGINEER**  
**CES Engineering Services, LLC.**  
\_\_\_\_\_  
  
\_\_\_\_\_  
Signature  
  
By: \_\_\_\_\_  
Name  
  
Its: \_\_\_\_\_  
Title  
Duly Authorized  
  
\_\_\_\_\_  
Date