

**Work Order Signature Document**

**EZIQC Contract No.: GA-A07-040820-PAR**

**New Work Order**       **Modify an Existing Work Order**

Work Order Number: 114780.00      Work Order Date: 03/31/2023  
Work Order Title: DCSD - Stone Mountain HS Weight Room Floor (Reinforcement & Repair)  
Owner Name: DeKalb County School District      Contractor Name: Paryani Real Estate LLC  
Contact: Lester Rollins      Contact: Jessica Jackson  
Phone: 678-676-1450      Phone: 404-940-2253

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-A07-040820-PAR.

Brief Work Order Description:

DCSD - Stone Mountain HS Weight Room Floor (Reinforcement & Repair)

**Time of Performance**      *See Schedule Section of the Detailed Scope of Work*

**Liquidated Damages**      Will apply:       Will not apply:

**Work Order Firm Fixed Price: \$239,800.06**

Owner Purchase Order Number:

**Approvals**

\_\_\_\_\_  
Owner      Date

\_\_\_\_\_  
Contractor      Date

**Detailed Scope of Work**

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**To:** Jessica Jackson  
Paryani Construction  
2300 Windy Ridge Parkway, Suite R-76  
Atlanta, GA 30339  
404-940-2253

**From:** Lester Rollins  
DeKalb County School District  
  
678-676-1450

**Date Printed:** March 31, 2023

**Work Order Number:** 114780.00

**Work Order Title:** DCSD - Stone Mountain HS Weight Room Floor (Reinforcement & Repair)

**Brief Scope:** DCSD - Stone Mountain HS Weight Room Floor (Reinforcement & Repair)

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Preliminary

Revised

Final

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The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see attached detailed scope of work.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

## Contractor's Price Proposal - Summary

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Date: March 31, 2023

IQC Master Contract #: GA-A07-040820-PAR

Work Order Number: 114780.00

Owner PO #:

Work Order Title: DCSD - Stone Mountain HS Weight Room Floor (Reinforcement & Repair)

Contractor: Paryani Real Estate LLC

Proposal Name: DCSD - Stone Mountain HS Weight Room Floor (Reinforcement & Repair)

Proposal Value: \$239,800.06

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<b>01 - General Requirements</b>	<b>\$60,036.86</b>
<b>02 - Site Work</b>	<b>\$5,916.57</b>
<b>03 - Concrete</b>	<b>\$37,852.13</b>
<b>05 - Metals</b>	<b>\$119,930.27</b>
<b>09 - Finishes</b>	<b>\$16,064.23</b>
<b>Proposal Total</b>	<b>\$239,800.06</b>

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This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

# Contractor's Price Proposal - Detail

**Date:** March 31, 2023  
**IQC Master Contract #:** GA-A07-040820-PAR  
**Work Order Number:** 114780.00  
**Owner PO #:**  
**Work Order Title:** DCSD - Stone Mountain HS Weight Room Floor (Reinforcement & Repair)  
**Contractor:** Paryani Real Estate LLC  
**Proposal Name:** DCSD - Stone Mountain HS Weight Room Floor (Reinforcement & Repair)  
**Proposal Value:** \$239,800.06

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

## 01 - General Requirements

1	01 22 20 00 0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$8,820.40
				Installation Quantity 120.00 x Unit Price 58.11 x Factor 1.2649 = Total 8,820.40	
				2 electricians for 2 weeks to complete lockout/tag out as necessary, make demo areas safe, remove and reset light fixtures as necessary, provide access to main panel for welding electrical whip.	
2	01 22 20 00 0033		HR	Structural Steel WorkerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$33,174.79
				Installation Quantity 480.00 x Unit Price 54.64 x Factor 1.2649 = Total 33,174.79	
				Labor: 3 steel workers for 4 weeks - reinforcing area where platform is going. 1 foreman for 4 weeks	
3	01 22 20 00 0033 0001		MOD	For Foreperson, Add	\$552.51
				Installation Quantity 160.00 x Unit Price 2.73 x Factor 1.2649 = Total 552.51	
				1 Foreman for 2 weeks	
4	01 22 20 00 0055		HR	Principal Engineer	\$4,301.06
				Installation Quantity 16.00 x Unit Price 212.52 x Factor 1.2649 = Total 4,301.06	
				Principal Engineer overseeing design. This includes GC time for review and coordination	
5	01 22 20 00 0057		HR	Engineer	\$6,528.40
				Installation Quantity 40.00 x Unit Price 129.03 x Factor 1.2649 = Total 6,528.40	
				Structural engineer to complete design for steel reinforcement - This includes GC time for review and coordination	
6	01 54 23 00 0053		LF	2" x 6" Temporary Lumber	\$2,561.42
				Installation Quantity 500.00 x Unit Price 4.05 x Factor 1.2649 = Total 2,561.42	
				Forming Lumber	
7	01 74 19 00 0014		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$4,098.28
				Installation Quantity 6.00 x Unit Price 540.00 x Factor 1.2649 = Total 4,098.28	
				6 each 20 yd rolloffs for steel and concrete debris	

**Subtotal for 01 - General Requirements \$60,036.86**

## 02 - Site Work

8	02 41 19 13 0007		LF	Rod Reinforced Concrete Slab Up To 4" Depth, Saw Cut	\$964.49
				Installation Quantity 250.00 x Unit Price 3.05 x Factor 1.2649 = Total 964.49	
				Saw cut area to be removed	

**Contractor's Price Proposal - Detail Continues..**

**Work Order Number:** 114780.00  
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**Proposal Value:** \$239,800.06

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
<b>02 - Site Work</b>					
9	02 41 19 13 0382		CF	Elevated Concrete Beam/Slab/Steps Removal, Reinforced	\$4,952.08
				Installation	
				Quantity	Unit Price
				750.00 x	5.22 x
					Factor =
					1.2649 =
					Total
					4,952.08
				Remove concrete pad	
<b>Subtotal for 02 - Site Work</b>					<b>\$5,916.57</b>
<b>03 - Concrete</b>					
10	03 31 13 00 0094		SF	6" Equipment Pad With Rebar	\$37,852.13
				Installation	
				Quantity	Unit Price
				1,500.00 x	19.95 x
					Factor =
					1.2649 =
					Total
					37,852.13
				6" slab reinforced with rebar under the dead lift equipment approximately 20'x50'	
<b>Subtotal for 03 - Concrete</b>					<b>\$37,852.13</b>
<b>05 - Metals</b>					
11	05 12 23 00 0094		TON	Up To 50 LF Span Average Weight 100 LB/LF Trusses, Built-up	\$102,352.46
				Installation	
				Quantity	Unit Price
				11.00 x	7,356.13 x
					Factor =
					1.2649 =
					Total
					102,352.46
				Material only, labor bid separately: reinforcing trusses by adding A36 smooth round rod at top and bottom chords of joist - (25 each), 15' from joist bearing beams. STL angle for web reinforcement. Angle / PL for joist seats	
12	05 31 13 00 0015		SF	3" Deep, 16 Gauge Open Ribbed Galvanized Steel Deck	\$7,001.22
				Installation	
				Quantity	Unit Price
				750.00 x	7.38 x
					Factor =
					1.2649 =
					Total
					7,001.22
				2-1/2" corrugated floor deck	
13	05 73 23 00 0008		LF	2-1/2" Laminated Metal Or Wood Handrail Round/Oval Shape With Metal Supports	\$10,152.34
				Installation	
				Quantity	Unit Price
				60.00 x	133.77 x
					Factor =
					1.2649 =
					Total
					10,152.34
				Mounted handrail along step up. Approximately 50LF	
14	05 73 23 00 0016		LF	Refinish Metal Handrail	\$424.25
				Installation	
				Quantity	Unit Price
				60.00 x	5.59 x
					Factor =
					1.2649 =
					Total
					424.25
				Paint handrails	
<b>Subtotal for 05 - Metals</b>					<b>\$119,930.27</b>
<b>09 - Finishes</b>					
15	09 01 60 91 0016		SF	Water-Based, Clear Acrylic, Concrete Floor Sealant/Finish, Per CoatFor interior/exterior concrete surfaces.	\$1,669.67
				Installation	
				Quantity	Unit Price
				1,500.00 x	0.88 x
					Factor =
					1.2649 =
					Total
					1,669.67
				Seal concrete slab	

**Contractor's Price Proposal - Detail Continues..**

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**Proposal Name:** DCSD - Stone Mountain HS Weight Room Floor (Reinforcement & Repair)  
**Proposal Value:** \$239,800.06

Sect.	Item	Modifier.	UOM	Description	Line Total						
Labor	Equip.	Material	(Excluded if marked with an X)								
<b>09 - Finishes</b>											
16	09 51 13 00 0024		SF	2' x 4' x 5/8" Thick, Square Edge, Mineral Fiber Acoustical Ceiling Panel (Armstrong VL Perforated)	\$10,049.63						
				Quantity	Unit Price	Factor	=	Total			
			Installation	1,500.00	x	5.15	x	1.2649	=	9,771.35	
			Demolition	1,000.00	x	0.22	x	1.2649	=	278.28	
			Replace approximately 1000 sf of damaged ceiling tile after demo								
17	09 51 13 00 0024 0095		MOD	For >200 To 500, Add	\$0.00						
				Quantity	Unit Price	Factor	=	Total			
			Installation	0.00	x	0.29	x	1.2649	=	0.00	
18	09 65 19 19 0002		SF	1/8" Thick, Class 2 Through Pattern, Vinyl Composition Tile (VCT) (Armstrong® Standard Excelon Imperial Texture®)	\$4,344.93						
				Quantity	Unit Price	Factor	=	Total			
			Installation	1,500.00	x	2.29	x	1.2649	=	4,344.93	
			VCT patch back								

**Subtotal for 09 - Finishes** **\$16,064.23**

**Proposal Total** **\$239,800.06**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal:** %

**Client - DeKalb County School District**

**Detailed Scope of Work**

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**Print Date:** March 31, 2023  
**Work Order Number:** 114780.00  
**Work Order Title:** DCSD - Stone Mountain HS Weight Room Floor (Reinforcement & Repair)  
**Contractor:** GA-A07-040820-PAR - Paryani Real Estate LLC  
**Brief Scope:** DCSD - Stone Mountain HS Weight Room Floor (Reinforcement & Repair)

---

**To:** Jessica Jackson  
Paryani Construction  
2300 Windy Ridge Parkway, Suite R-76  
Atlanta, GA 30339  
404-940-2253

**From:** Lester Rollins  
DeKalb County School District  
  
678-676-1450

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

**Detailed Scope:**

Please see attached detailed scope of work.

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Owner \_\_\_\_\_ Date \_\_\_\_\_

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**Contractor** \_\_\_\_\_ **Date** \_\_\_\_\_



**SCOPE OF WORK**  
**Stone Mountain High School**  
**4555 Central Drive, Stone Mountain, GA 30083**  
**March 31, 2023**

**Summary Scope**

Reinforce floor under weight room

**Detailed Scope of Work**

The Contractor shall furnish the materials, equipment, labor, and supervision to provide and perform the work as described in this scope of work.

**Scope:**

- Structural engineering design
- Steel reinforcement under weight room floor
- Deck replacement NTE 1500sf
- Electrician lock-out/tag-out
- 6" concrete slab reinforced with rebar @ deadlift zone
- Sealing concrete slab
- Handrails at edge of slab (painted)
- VCT in demo areas (excluding slab) will color match existing
- Remove and reset light fixtures on lower level
- Remove and replace ceiling tile and grid as needed NTE 1500sf on lower level
- Final cleaning

**Unit Price**

Estimated unit price includes demolition and installation:

**\$160 per sf**

**Details that Apply to All Work Areas:**

Submittals are to be provided to the Owner as part of the submittal process prior to installation by the contractor.

Maintain clean work areas at all times. Remove and dispose of all demolished materials and construction debris. Site must be cleaned every day at the completion of work. Contractor shall take extra precautions to pick up all debris, nails and fasteners from the ground and all surrounding area and finishing with magnetic pickup to ensure safety and cleanliness.

All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.



Contractor shall verify all new and existing conditions and dimensions at job site prior to the proposed process start of construction, and during construction.

The contractor shall perform all work, make all deliveries, and have access to work areas between 7:00 AM and 5:00 PM Monday through Friday, excluding Federal and State holidays. The contractor shall make arrangements for delivery of materials and have a representative available to receive said materials between hours aforementioned. The Owner is not responsible to receive or accept deliveries.

Contractor shall coordinate installation with ownership to close down entrances as needed

Parking will be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to beginning work.

Contractor shall obtain approvals in advance for all lay down and storage areas.

All salvageable materials remain the property of the Owner.

Contractor shall coordinate inspections as required.

Final clean up and disposal: Remove debris, rubbish, and waste material from the property of the Owner on a daily basis. Upon completion of work, all construction areas shall be left clean and free from debris. Clean all dust, dirt, stains, hand marks, paint spots, droppings, and other blemishes.

Contractor shall not be required to pay Davis Bacon Wage Rates.

**Exclusions:**

- Permit fees
- Painting walls
- Moving/storing furniture or weights
- Generator – We will need access to electrical panel for welding machines
- CMU rework
- Vertical steel reinforcement (added columns)
- Bonds

- **Submittals:**

1. Contractor shall submit to Owner submittals for approval

## **Project Schedule**

1. All work shall be completed during normal working hours (7am to 5pm) as directed by Owner.
2. Project construction will be scheduled upon receipt of the PO.
3. The work shall be completed within 120 calendar days from date of the Purchase Order issuance. The Contractor will coordinate a specific schedule for on-site activities with the Owner's representative.

## **Owner Responsibilities**

1. Coordinate any State Fire Marshal approvals as necessary.
2. Provide access to the worksite during normal working hours.

## **Contract Document Order of Precedence:**

Contract documents shall govern in the order first listed below:

1. This Detailed Scope of Work
2. EZIQC master contract document



# PARYANI

- CONSTRUCTION -



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# GSMS

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## GEORGIA SPECIALTY METAL SUPPLY

March 31st, 2023  
Paryani Construction  
Atlanta, Ga  
Attn: Jessica Jackson

Re: Stone Mountain HS - Floor Repair and Strengthening  
Stone Mountain, Ga  
GSMS Proposal #E-23-083

This proposal is based on the following bid documents:

Arch/EOR: Willett Engineering  
Drawings: SK-01  
Specs: N/A  
Addenda: N/A

### Scope of Work

1. Joist reinforcement at (25) existing joists to support new weight room slab
  - ¾" A36 smooth round rod at top and bottom chords of joist - 15ft from joist bearing beams
  - STL angle for web reinforcement
  - Angle/PL for joist seats
  - 2-½" corrugated floor deck

**TOTAL PRICE = \$100,473.00**

Total price includes detailing, fabrication, delivery, installation and all applicable sales tax unless noted otherwise in the scope or exclusions

### NOTES/CLARIFICATIONS

1. **Pricing is based upon notice to proceed within 15 days of this proposal. Due to market volatility, schedule and pricing are subject to change**
2. GSMS will provide stamped connection design calculations by a licensed and registered professional engineer for non-AISC table connections if required by the bid documents. All other design responsibilities shall remain with the project EOR.
3. When required, GSMS hires subcontractor engineering firms who will provide COI for professional liability and can list contractor as an additional certificate holder. Depending on who we select, their limits may or may not meet the required value
4. If main members are redesigned or resized after approval drawings are submitted or returned, a change order will be submitted for re-detailing and scope changes.
5. Clear access for equipment/personnel to move material into workspace shall be provided and maintained by others.
6. All steel will be primed with one coat of standard shop primer unless noted otherwise.
7. Removal of water and/or mud from footings to be by others prior to installation of new columns.

105 Greencastle Rd, Suite C  
Tyrone, Ga 30290  
470-488-2444

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# GSMS

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## GEORGIA SPECIALTY METAL SUPPLY

### STANDARD EXCLUSIONS

1. **AISC Certification - GSMS adheres to detailing, fabrication, installation, and quality control practices as outlined by the AISC CODE OF STANDARD PRACTICE**
2. P&P bond
3. Night work, unless specifically dictated by the bid documents
4. Unistrut and light gage material
5. Grout material and grouting of base plates
6. Installation of loose lintels and bollards
7. Touch up paint and all finish painting
8. Any material not shown or sized on the structural and architectural drawings unless specifically noted above
9. Misc Items (demo, stair nosings, trench drain grates & frames, bike racks, counter support brackets, flag poles, expansion joint covers, roof davits, masonry anchors & ties, louvers, signage steel, fencing & gates) - unless specifically noted above
10. Attachments and/or anchors for other trades attaching to our steel
11. Specialty metals such as brass, bronze, copper, etc.

### SCHEDULE

1. Submit shop drawings for approval 2-3 weeks after written notice of award
2. Delivery of steel to jobsite to begin installation activities 2-3 weeks after return of approval drawings
3. Substantial completion of installation in 3-4 weeks

Jessica,

I'll circle back in a few days to follow up on this project. If you have any immediate questions or concerns regarding my scope, please use my contact information below to reach out so we can discuss. Look forward to working with you on this one!!

Sincerely,

Chaz Stouffer

Sales

[Cstouffer@gsmetalsupply.com](mailto:Cstouffer@gsmetalsupply.com)

404.391.3474: mobile

105 Greencastle Rd, Suite C  
Tyrone, Ga 30290  
470-488-2444

**MARCH 21 / 2023**

Jonathan Bridges  
Georgia Specialty Metal Supply  
1425 Senoia Road, Ste B  
Tyrone, GA 30290  
jbridges@gsmetalsupply.com

RE: Floor Strengthening – Stone Mountain High School  
Stone Mountain, GA

Dear Mr. Bridges:

Willett Engineering Company, Inc. (WEC) is pleased to offer this proposal for consulting structural engineering services for the above referenced project. Based on preliminary information furnished to our office, we understand our involvement will be the design and drafting of the reinforcing of the existing floor joist (bar Joist) in a 10'x50' area to support an additional 6 inches of concrete on the existing floor slab in the weight-lifting room. We further understand the supporting framing (beams/columns/footing) may need to be strengthened and a budget fee is stated below. WEC is assuming "as built" drawings for the facility will be made available for our use.

We anticipate the construction as outlined below:

Floor:	6-inch-thick concrete slab on metal deck supported by bar joist and structural steel beams
Vertical Support:	Existing - Structural steel columns
Foundation System:	Existing - Conventional shallow isolated footings
Bracing System:	NA
Building Code:	NA
Wind Speed:	NA
Seismic Site Category:	NA
Seismic Building Category:	NA

We propose to furnish the following professional services:

1. Structural Contract Documents
  - a. Framing Plan
  - b. Sections
  - c. Details & Notes
  
2. Shop Drawings
  - a. Review of original submittal shop drawings is included. Standard two-week review period. Drawings received after 1:00 p.m. will be stamped received on the following business day.
  - b. Expedited reviews will be subject to additional service fees.

3. Specifications
  - a. Structural Steel
  - b. Concrete
  - c. Metal Deck
  
4. Site Visits
 

One site visit is itemized in the fees below: this site visit is to verify that the actual conditions of the site comply with the "as built" drawings. If additional site visits are requested, they will be billed hourly according to our Standard Hourly Rate Schedule (minimum of 24 hours' notice must be given prior to observation).
  
5. Inspections
 

The owner is responsible for procuring the services of a testing agency to comply with Chapter 17 of the International Building Code. WEC will prepare the inspection schedule.
  
6. Construction Administration
 

No hours have been included in this fee to respond to RFI's and phone conversations with the field. If time exceeds this amount, an additional service request will be submitted for the additional time needed to consult with the field.

We will provide the above services to you for the following fees:

Floor joist reinforcing and verification of the floor framing capacity:	\$2,000
New floor slab layout drawings (limits of the 6-inch slab):	\$500
Site visit:	\$500
Floor beams strengthening (budget):	\$2,500

Additional costs incurred to satisfy insurance requirements beyond our standard limit of \$1,000,000 are not included in the proposed fee and will be billed separately.

If, for any reason, the scope of this project changes (construction value, bracing systems, square footage, foundation type) this proposal is subject to revision.

This proposal excludes:

- a. Any cost analysis or estimates.
- b. Any extraordinary amount of time or effort required to obtain a building permit (two submittals, maximum).
- c. Any modifications made after the design development drawings have been approved by the client will be considered additional service.
- d. Corrective details for occurrences which may happen on the job site will be considered "add service" and a separate contract will be submitted for approval prior to commencing the corrective design.
- e. Calculations package to building officials.

Invoices will be submitted on a monthly basis as the work progresses. The above fee is based on a schedule of design commencing within 30 days and ending within 90 days of the date of this proposal.

Fee is based on normal work schedule and does not include overtime compensation. Schedule changes that require overtime to produce the contract documents or to review the shop drawings will be accommodated as additional services billed at 1.5 times normal billing rate. The client shall be notified in writing of the overtime requirement prior to the beginning of the overtime work schedule.

Should additional services or observations of structural construction become necessary, we will be glad to provide them upon your written authorization, at an hourly rate per our standard rate schedule listed below.

Standard Hourly Rate Schedule:

Principals:	\$200.00 per hour
Senior Engineers:	\$160.00 per hour
Design Engineers:	\$145.00 per hour

All reimbursable expenses (such as mileage, shipping charges, postage, prints, plotting, etc.) will be billed at 20% above our cost.

Client shall provide the following information prior to WEC beginning the design phase of the project:

1. Project Schedule
2. Geotechnical Report
3. Dimensioned Floor Plans
4. Unique Loading Conditions

This letter of agreement and Exhibit A constitute the entire agreement between the parties. Please examine these documents and if acceptable, sign this letter and return it to us. We will begin services upon receipt of a signed contract or your verbal instructions.

We are looking forward to working with you on this project. If we can provide additional information or services, please contact us.

Sincerely,

**WILLETT ENGINEERING COMPANY**



J. Mac Willett, P.E.

JMW:jcw

Attachment

The above proposal is acceptable in full and shall serve as our temporary CONTRACT for this project.

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Signature

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Date

## TERMS AND CONDITIONS

### **Exhibit A**

#### Access To Site

The Structural Design Professional (Willett Engineering) shall visit the project at the Client's request. Unless otherwise stated, the Design Professional will have access to the site for activities necessary for the performance of the services. The Design Professional will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restorations of any resulting damage.

#### Construction Observation

The Design Professional shall visit the project at the Client's request. The Client has not retained the Design Professional to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Design Professional does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Design Professional as Additional Services in accordance with the term of this Agreement.

#### Indemnifications

The Client shall indemnify and hold harmless the Design Professional and all of his 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 service, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Design Professional) or anyone for whose acts any of them may be liable.

#### Hidden Conditions

A structural condition is hidden if concealed by existing finishes or is not capable of investigating by reasonable visual observations. If the Design Professional has reason to believe that such a condition may exist, the Client shall authorize any pay for all cost associated with the investigation of such a condition and, if necessary, all cost necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Design Professional has no reason to believe that such condition exists, the Client is responsible for all risks associated with the condition, and the Design Professional shall not be responsible for the existing condition or any resulting damages to persons or property.

#### Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Design Professional, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by the law, the Design Professional total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement, from any cause or causes, shall not exceed the total amount of the Design Professional's fee. Such causes include but are not limited to the Design Professional's negligence, errors, omissions, breach of contract or breach of warranty.

#### Terminations of Service

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of terminations, the Client shall pay the Consultant (Willett Engineering) for all services, rendered to the date of terminations, all reimbursable expenses, and reimbursable termination expenses. Client agrees that Consultant has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of Consultant's invoice, and Client agrees to waive any claim against Consultant and to indemnify, defend, and hold Consultant harmless from and against any claims arising from Consultant's suspension or termination due to Client's failure to provide timely payment. Client recognizes that any charges not paid within 30 days are subject to a late payment charge equivalent to 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Any charges held to be in dispute shall be called to Consultant's attention within ten days of receipt of Consultant's invoice, and Client and Consultant shall work together in good faith to resolve their differences. If Client and Consultant shall be unable to resolve their differences within 25 days, Consultant shall have the right to suspend or terminate service.

#### Ownership Documents

All documents produced by the Design Professional under this agreement shall remain the property of the Design Professional and may not be used by this Client for any other endeavor without the written consent of the Design Professional.

#### Dispute Resolution

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of the Design Professional.