

#15,594



DESIGNING CONFIDENCE

AGREEMENT FOR CONSULTING SERVICES

FILED FOR RECORD
at 1:30 o'clock P M
MAY 28 2019
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

Date May 16, 2019

Client Hunt County Purchasing
2507 Lee St
Greenville, Texas 75401
903-408-4100
clowry@huntcounty.net
(Delivered via email)

Project Name and Location Hunt County Justice Center Renovation
Greenville, Texas

As requested, EIKON Consulting Group, LLC (EIKON) is pleased to submit this proposal for professional consulting services related to the above referenced project. Our proposed Scope of Services, Assumptions, Deliverables, Schedule, and Fee are outlined below.

Detailed Project Description

We understand that the project includes the reconfiguration of the main lobby and existing vacated area into a new DPS office area within the existing Justice Center located at 2807 Stuart Street. The space is approximately 4,400 square feet. The DPS has provided the floor plan for the space and EIKON will complete the construction documents for bidding and construction for Hunt County. EIKON will work with the DPS Architect for verification of the plans and the finish materials etc. The existing lobby space will be renovated to create a new public entry for the Justice Center and access to the courts and clerks. The existing restrooms will remain accessible to both entities with a secure access into the hallway from the DPS area. The existing entry will become the entry into the DPS area.

The access to the Sheriff's Department will remain secure and separated from the DPS offices with a hallway along the exterior wall. A new entrance area and waiting area will be created with a new concrete accessible sidewalk to the parking spaces. The new restrooms for the DPS offices is located near the existing plumbing indicated on the plans. This was verified by cleanouts observed in the floor.

EIKON will design the HVAC system to be separated by the spaces. The existing RTU and ductwork will be analyzed for the possibility of separation prior to determining the need for a new RTU to be utilized. It is not necessary for the electrical service to be separated.

It is assumed the DPS Architect will provide the CAD files of the floor plan created. EIKON will perform a site observation of the area to verify dimensions and the status of the Mechanical units and Electrical panels and structural bearing walls etc. prior to beginning the design.

Scope of Services (Exhibit A)

Descriptions of Specific Services

Architectural

- Code Review
- Egress Plan
- Floor Plans
- Reflected Ceiling Plans
- Wall Sections
- Interiors
- Development of Construction Documents
- Development of Specifications
- Energy Code – Envelope COMCheck
- Accessibility Plan Review
- Building signage and wayfinding suggestions
- EIKON has included hours to attend up to four (4) project design meetings with the Client.

Civil

- Site and Dimensional Control Plan (Site Plan with Dimensional Control)
- Site Grading, Paving and Striping Plan
- Development of Specifications
- Topographic survey of the area outside the Sheriff's Department
- Parking layout and details

Structural

- Details for saw cutting and pour-back of floor slab

Mechanical, Electrical, Plumbing

- Lighting Design
- Power, Signal, and Electrical Distribution Design
- Design of Rough-in Requirements for Data, Security, and Communications Systems
- Fire Alarm Performance Specifications
- HVAC Design
- Plumbing Design
- Fire Protection Performance Specifications
- Development of Specifications

Construction Administration

- Permitting Assistance
- Bidding Assistance
- Checking Shop Drawings
- Construction Kickoff Meeting and Bi-Monthly Site Meetings with Contractor
- Answering RFIs
- Clarification Drawings as Requested
- Review Payment Applications
- Project Close Out
- Accessibility Inspection Coordination

Assumptions

Typical Assumptions

- The client will provide necessary information for timely completion of the project.
- EIKON will not provide the following services:
 - Continuous On-Site Observation or Quality Control
 - Geotechnical Investigation and Report
 - Construction Materials Testing
 - Opinion of Probable Cost
 - Asbestos Study
- The Client will reimburse all required fees to any regulatory agencies for submission and or review.
- American Disabilities Act (ADA) or Texas Accessibility Standards (TAS) review will be required and will be a reimbursable expense
- EIKON's fee assumes that the project will progress in a continuous and orderly fashion and we will expedite the project as much as practical. Significant project delays through no fault of EIKON may be the basis for negotiation of additional fee for professional services.
- In the event that additional work is required in connection with this project, we propose to complete the work on an hourly basis at our current rates then in effect. Prior to the start of any new work, we will identify a Scope of Work with associated tasks, submit a budgetary cost estimate, and a proposed work schedule for your approval.
- Changes in design by the Client and/or the Owner after the conceptual design is completed and/or after any City submittals and/or approvals will be an extra service requiring a separate proposal/Additional Services Request.
- Construction as-built drawings are not included.
- Interim or partial design for phased project bidding and award is excluded. We assume that the entire project will be developed, designed, bid and subsequently constructed as a single phase project.

Civil Assumptions

- The existing onsite utilities have adequate capacity to serve the proposed facility. Sanitary sewer service and water supply will be provided by connection to the existing onsite utilities without any improvements or modification.
- Earthwork calculations will not be required.
- Irrigation design is not required.
- No Traffic Impact Study is required.
- No Drainage Study is included in this proposal. Should such a study be required by the City of Greenville for this development, we will submit a proposal for this work.
- No Rezoning or Replatting is required for the site.

Mechanical, Electrical, Plumbing Assumptions

- Design of fire protection system to be performed by a third party.
- Design of fire alarm system to be performed by a third party.
- Design of data, security, and communication systems to be performed by a third party.

Deliverables

- EIKON will deliver 2 sets of 30x42 size drawings to the client at 100%
- EIKON will submit PDF format electronic drawings

Schedule (Exhibit B)

Once NTP is received, a formal schedule will be developed and presented.

Fee (Exhibit C)

- Fixed Fee (refer to the scope of services and assumptions): **\$53,500**
- Reimbursable lump sum fee of **\$5,000** for all project related expenses including, but not limited to, postage/shipping, printing/reproduction, mileage, and travel expenses.

Invoices are processed monthly and are based on a percentage of completion.

Fee to be paid within 30 days after the delivery of an invoice from EIKON.

Notice to Proceed

EIKON must receive (by fax, email, or regular mail) this signed services agreement. **This proposal will remain in effect for 30 days.**

If this proposal meets with your approval, please sign the attached agreement authorizing our office to begin work. Note that references in the agreement to Exhibits A, B and C are those identified above.

Thank you for considering EIKON for your consulting services. We look forward to working with you and your staff on this project. Should you have any questions regarding this proposal, please do not hesitate to contact us.

EIKON
SHORT FORM AGREEMENT

THIS AGREEMENT is made this 16th day of May, 2019 by and between EIKON Consulting Group, LLC (hereinafter "EIKON") and Hunt County (hereinafter "Client"). Client and EIKON, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of EIKON - EIKON agrees to provide the professional services described in Exhibit A attached hereto (hereinafter the "Services").
2. Schedule of Services - EIKON shall use professionally reasonable efforts to complete the Services in a timely fashion to meet Client's requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto.
3. Responsibilities of Client - Client shall furnish or make available to EIKON any and all of its records, maps, or other data which are pertinent to EIKON's work. Client shall authorize and assist EIKON in obtaining any such pertinent information from other public and private sources. EIKON may use such information, requirements, reports, data, surveys and instructions in performing the Services and is entitled to rely upon the accuracy and completeness thereof. EIKON shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client or any member of Client Group. As used herein the term "Client Group" means individually or in any combination Client, its affiliates, any subcontractors of Client, and their respective officers, directors, employees, partners, members, managers, representatives, agents, licensees, invitees and assignees.
4. Compensation - As compensation for the performance of the Services, Client shall pay EIKON its fees and expenses in accordance with Exhibit C attached hereto. Payments from Client to EIKON are due at the address appearing on the applicable invoice within 30 days following the invoice date. Invoices not paid by Client within 30 days of the invoice date will accrue interest from the 31st day at the rate of 1% per month (12% per annum) until paid. Client agrees that all amounts owed to EIKON by Client shall be paid by Client to EIKON on the date due (as specified herein), regardless of whether Client shall have any received payment, remuneration or other compensation from any third party.
5. Termination - This Agreement may be terminated by either party upon not less than seven (7) days written notice delivered to the other party at the notice address set forth on the signature page hereto. Either party may change its address for notices hereunder upon seven (7) days written notice to the other party. EIKON shall be compensated for all Services performed until EIKON's receipt of a written notice from the Client, plus any fees and/or costs reasonably necessary to properly terminate the Services and any projects associated therewith.
6. Relationship of Parties - EIKON is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association and, except as otherwise set forth in a separate written agreement between the parties, neither party shall have any right, power or authority to create any obligations, express or implied, on behalf of the other.
7. Assignment - This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by Client or EIKON without the prior written consent of the other. Any assignment without the prior written consent of the other party shall be null and void.
8. Standard of Care; Disclaimer of Warranties - The standard of care for all Services performed or furnished by EIKON under this Agreement will be the care and skill ordinarily used by the

members of EIKON's profession practicing under similar conditions at the same time and in the same locality. EIKON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH EIKON'S SERVICES. EIKON HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, OF ANY NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED OR OTHERWISE ARISING BY OPERATION OF LAW, TRADE, USAGE OR COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND AS TO QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER PROVIDED FOR UNDER THE LAWS OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION, AND CLIENT HEREBY AGREES AND ACKNOWLEDGES THE FOREGOING EXPRESS DISCLAIMER AND FURTHER UNDERSTANDS THAT CLIENT SHALL HAVE NO FURTHER RECOURSE AGAINST EIKON OR ANY MEMBER OF THE EIKON GROUP (AS HEREINAFTER DEFINED) HEREIN.

9. Insurance - EIKON shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$2,000,000 per claim/annual aggregate.

10. INDEMNIFICATION -

(A) CLIENT WILL INDEMNIFY, DEFEND AND HOLD EIKON AND EACH MEMBER OF EIKON GROUP HARMLESS ON A COMPARATIVE BASES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LEGALLY RECOVERABLE DAMAGES, LEGALLY RECOVERABLE COSTS AND EXPENSES, ACTIONS, PROCEEDINGS, LIABILITIES OR LOSSES, OF WHATSOEVER NATURE (INCLUDING REASONABLE ATTORNEY'S FEES), FOR ANY INJURY TO OR DEATH OF PERSONS, OR FOR DAMAGE OR LOSS TO PROPERTY OF EIKON, CLIENT OR A THIRD PARTY ARISING OUT OF ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT OR ANY MEMBER OF CLIENT GROUP. CLIENT WILL, ON EIKON'S REQUEST, DEFEND ANY ACTION, CLAIM OR SUIT ASSERTING A CLAIM COVERED BY THIS SECTION 10(A). AS USED HEREIN "EIKON GROUP" MEANS INDIVIDUALLY OR IN ANY COMBINATION EIKON, ITS AFFILIATES, ANY SUBCONTRACTORS OF EIKON, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, MEMBERS, MANAGERS, REPRESENTATIVES, AGENTS, LICENSEES, INVITEES AND ASSIGNEES.

(B) EIKON WILL INDEMNIFY, AND HOLD CLIENT AND EACH MEMBER OF CLIENT GROUP HARMLESS ON A COMPARATIVE BASES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LEGALLY RECOVERABLE DAMAGES, LEGALLY RECOVERABLE COSTS AND EXPENSES, ACTIONS, PROCEEDINGS, LIABILITIES OR LOSSES, OF WHATSOEVER NATURE (INCLUDING REASONABLE ATTORNEY'S FEES), FOR ANY INJURY TO OR DEATH OF PERSONS, OR FOR DAMAGE OR LOSS TO PROPERTY OF CLIENT, EIKON OR A THIRD PARTY ARISING OUT OF ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF EIKON OR ANY MEMBER OF EIKON GROUP. EIKON WILL, ON CLIENT'S REQUEST, DEFEND ANY ACTION, CLAIM OR SUIT ASSERTING A CLAIM COVERED BY THIS SECTION 10(B).

11. LIMITATION ON LIABILITY - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BOTH THE CLIENT AND EIKON, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF EIKON GROUP TO CLIENT AND ANY MEMBER OF CLIENT GROUP FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SERVICES OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT SHALL NOT EXCEED THE GREATER OF (I) THE TOTAL COMPENSATION RECEIVED BY EIKON UNDER THIS AGREEMENT OR (II) AN AMOUNT EQUAL TWO TIMES (2X) THE TOTAL AGGREGATE FEES SET FORTH ON EXHIBIT C ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. IF FOR ANY REASON THIS CLAUSE IS DEEMED UNENFORCEABLE THEN

LIABILITY SHALL NOT EXCEED THE AVAILABLE LIMITS OF INSURANCE PURSUANT TO PARAGRAPH (9).

12. No Personal Liability - Notwithstanding any other provision of this Agreement to the contrary, no member of the EIKON Group shall be personally liable to Client or any member of Client Group, regardless of the cause of action asserted, including, without limitation, breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the Services or EIKON's performance or non-performance of the Agreement. Client for itself and on behalf of each member of Client Group, agrees that subject to the terms, conditions and limitations of this Agreement, it and each member of Client Group will look solely to EIKON for its remedy, subject to paragraph (11), for any claim arising out of or related to the Services or this Agreement

13. Corporate Protection - It is intended by the parties to this Agreement that EIKON's Services shall not subject EIKON's individual employees, officers, members, managers, agents or directors to any personal legal exposure for the risks associated with the Services or the project to which the Services are related. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees for and on behalf of itself and each member of Client Group that the sole and exclusive remedy of Client or any member of Client Group for any claim, demand or suit arising out of this Agreement or the Services shall be directed and/or asserted only against EIKON, and not against any of EIKON's individual employees, officers, members, managers, agents or directors.

14. NO CONSEQUENTIAL DAMAGES - IN NO EVENT SHALL EIKON BE LIABLE TO CLIENT OR ANY MEMBER OF CLIENT GROUP , WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, WARRANTY, GUARANTY OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR OTHER SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT, LOSS OF PRODUCTION, ADDITIONAL EXPENSES INCURRED IN THE USE OF THE EQUIPMENT AND FACILITIES AND CLAIMS OF CUSTOMERS OF THE CLIENT OR ANY MEMBER OF CLIENT GROUP) OF ANY NATURE ARISING AT ANY TIME OR FROM ANY CAUSE WHATSOEVER OR FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OF CLIENT OR ANY MEMBER OF CLIENT GROUP.

15. Hazardous Materials: Suspension of Services - BOTH PARTIES ACKNOWLEDGE THAT EIKON'S SCOPE OF SERVICES DOES NOT INCLUDE ANY SERVICES RELATED TO THE PRESENCE OF ANY HAZARDOUS MATERIALS (AS DEFINED BELOW). IN THE EVENT EIKON OR ANY MEMBER OF EIKON GROUP INVOLVED IN PROVIDING OR PERFORMING THE SERVICES ENCOUNTERS ANY HAZARDOUS MATERIALS, OR SHOULD IT BECOME KNOWN TO EIKON OR ANY MEMBER OF EIKON GROUP THAT HAZARDOUS MATERIALS MAY BE PRESENT ON OR ABOUT THE JOBSITE OR ANY ADJACENT AREAS THAT MAY AFFECT THE PERFORMANCE OF EIKON'S SERVICES, EIKON MAY, AT ITS SOLE OPTION AND WITHOUT LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR ANY OTHER DAMAGES, SUSPEND PERFORMANCE OF ITS SERVICES UNDER THIS AGREEMENT UNTIL THE CLIENT RETAINS APPROPRIATE QUALIFIED CONSULTANTS AND/OR CONTRACTORS TO IDENTIFY AND ABATE OR REMOVE THE HAZARDOUS MATERIALS AND WARRANTS THAT THE JOBSITE IS IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. The term "Hazardous Materials" means, without limitation, those substances or materials defined as "hazardous substances", "hazardous waste", "toxic substances", or "pollutant or contaminant" in any of the Environmental Laws (as defined below), as well as such other substances as are subsequently determined legislatively, judicially, or administratively, to be harmful or deleterious to the physical environment or the public health. The term "Environmental Laws" means all applicable local, state, and federal laws, including common law, that relate to (a) the prevention, abatement, or elimination of pollution, or the protection of the environment or natural resources; (b) the generation, handling, treatment, storage, disposal, release, or transportation of Hazardous Materials (as defined below), waste materials or hazardous or toxic substances; or (c) the regulation of, or exposure to, hazardous, toxic, or other substances alleged to be harmful, including, without limitation, the Comprehensive

Environmental Response, Compensation, and Liability Act, 42 U. S. C. § 9601, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*; the Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1501, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Oil Pollution Act, 33 U.S.C. § 2701, *et seq.*; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Endangered Species Act, 16 U.S.C. §1531, *et seq.*; and all similar laws of any Governmental Authority having jurisdiction over the property in question. This term expressly includes the regulations of the Texas Railroad Commission relating to plugging and abandonment, equipment purging and removal, and bonding requirements respecting inactive wells, 16. T.A.C. § 3.15, as well as regulations and interpretations of the U.S. Environmental Protection Agency and the Texas Commission on Environmental Quality relating to air emissions, pollution control, and permitting that have been or may be, adopted.

16. Hazardous Materials Indemnity - THE CLIENT AGREES, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND AND HOLD HARMLESS ON A COMPARATIVE BASES EIKON AND EACH MEMBER OF EIKON GROUP FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, LIABILITIES, LOSSES, DAMAGES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE DETECTION, PRESENCE, HANDLING, REMOVAL, ABATEMENT, OR DISPOSAL OF ANY HAZARDOUS MATERIALS THAT EXIST ON, ABOUT OR ADJACENT TO THE SITE OR SITES WHERE THE SERVICES ARE PERFORMED OR ARE TO BE PERFORMED, WHETHER LIABILITY ARISES UNDER BREACH OF CONTRACT OR WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR STATUTORY LIABILITY, REGULATORY OR ANY OTHER CAUSE OF ACTION, EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EIKON.

17. Mediation - The parties, as a condition precedent to commencing litigation (other than for the non-payment of EIKON's fees), shall endeavor to resolve their claims by non-binding mediation which, shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

18. Other Agreements - (a) The Services to be performed by EIKON are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) this Agreement (including Exhibits A, B, and C as applicable, attached hereto) represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) this Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to the conflict of law provisions thereof; (f) EIKON shall not be liable for any failure to perform or delay in the performance of the Services regardless of whether such delay results either directly or indirectly from: (i) accidents to, or breakdowns or mechanical failure of, EIKON's plant machinery or equipment; strikes or other labor troubles or labor shortages; fire; flood; wars; acts of the public enemy; acts of God; acts of terrorism; delays by any supplier; delays in transportation or lack of transportation facilities; embargoes; shortages of, or reductions in, energy sources; priorities, allocations, limitations, restrictions or other acts required or requested by federal, state, provincial or local governments, or any subdivision, bureau or agency thereof, or (ii) any other cause beyond the reasonable control of EIKON; (g) the failure of either party to insist in any one or more instances upon a strict performance of any of the terms, conditions and covenants hereof shall not affect or in any way impair the right of such party to require a strict performance of any such term, condition or covenant in the future; nor shall the waiver by either party of a breach of any term, condition, or covenant hereof in any instance be construed or held to

be a waiver of such term, condition, or covenant, or of any succeeding breach of the same, or any other term, condition or covenant hereof; (h) all Exhibits attached to this Agreement are attached hereto and incorporated herein by reference for all purposes; and (i) this Agreement may be executed by the parties in counterparts and delivered by facsimile or electronic transmission, each of which so delivered shall be considered an original counterpart, and shall become a binding agreement when each party has executed one counterpart.

19. **CONSTRUCTION OBSERVATION** – To the extent expressly and specifically identified in Exhibit A, EIKON shall visit the site set at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and EIKON, in order to observe in general the progress and quality of the work, construction and other services (collectively “Work”) completed by the contractor employed by Client to perform such Work (the “Contractor”). Such visits, if any, and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor’s work but rather are to allow EIKON to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the contracts, agreements, specifications, drawings and other documents describing and detailing the Work (collectively “Contract Documents”). Based on this general observation, EIKON shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation, the Client shall request in writing that such services be provided by EIKON as services in addition to the Services. EIKON shall not supervise, direct or have control over the Contractor’s Work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor’s safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. EIKON shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. EIKON does not guarantee the performance of the Contractor and shall not be responsible for the Contractor’s failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The parties hereto agree that in the event of any inconsistency in the language contained in Exhibit A hereto and in the terms of this Section 19, the language of Exhibit A shall govern and control in all respects. “Work” as used herein shall mean those systems and elements of the project within EIKON’s scope of service as set out herein.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

EIKON		CLIENT	
By:	<u>Brad Isbell</u>	By:	_____
Name:	<u>Brad Isbell</u>	Name:	_____
Title:	<u>President</u>	Title:	_____
Date:	<u>May 16, 2019</u>	Date:	_____