January 12, 2025

#### Proposal for HCI Applied Technical Consulting Services

**Project Name**

**Project Address**

**City, State Zip**

Contact / Proposal Addressed To:

Company

Address

City, State Zip

Phone

Email

**Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**

The Hixson Consultants, Inc., HCI, Building Envelope Solutions Team appreciates this opportunity to submit our proposal for Building Envelope Consulting Services. In keeping with your request and discussions, we are submitting our proposal on an Hourly Not-to-Exceed Fee basis for our experienced, knowledgeable visual envelope condition discovery and reporting services for ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_***. All condition discovery may not prove possible during a single assessment site visit. Upon request, HCI will submit Additional Services proposals as the initial findings dictate.

**BASIC SERVICES**

1. **INITIAL VISUAL ASSESSMENT $ ?,???**

Visual Condition Assessment and Report to Address:

1. Interview Individuals Knowledgeable of the Performance History of Roofing and Wall Assemblies, and Grade Away from the Foundation Walls. Observe the Current Envelope Conditions for the Roofing, Wall Cladding System(s), Windows, Other Wall Penetrations, and Joint Sealants. HCI will thermal image select interior walls in areas of reported moisture intrusion. HCI will perform Infrared Roofing and Wall Assembly Moisture Scans in an attempt to detect possible concealed moisture and thermal deficiencies. For increased safety and expediency, Hixson Consultants, Inc., HCI, will provide two (2) of HCI’s Personnel to IR Scan and Mark suspect roofing areas. The Owner is to let occupants know HCI will be onsite to thermal image interiors, and at night to perform the Roofing IR Scan.
2. HCI will utilize Zoom Lens, Cameras, Spotting Scopes, and Binoculars to observe Envelope Conditions. HCI will need Owner access to the Roof. This proposal does not include access to the exterior via lift, swing stage or other such means. This proposal does not include use of a drone.
3. Assess Associated Flashing, Caulking, Sealing and Waterproofing.
4. Assess Interface Detailing as applicable for Building Envelope Systems and Components Including the tops of Foundation Waterproofing where exposed and adjacent Landscaping, Paved Surfaces and Grades.
5. Determine Compatibility of Configurations with Desired Architectural and Industry Standard Manufacturer and SMACNA Detailing.
6. Address Miscellaneous Weathertightness Issues.
7. Captioned Condition Photo Report to Document Conditions Observed.
8. Concise Executive Summary Condition Observation Report to Offer Recommended Continued Discovery, Testing, and Remedial Actions.
9. Meeting to Discuss Condition Observations and Recommendations with Client and Answer Questions.
10. Typical Phone, Video Conference and Email Correspondence.

**ADDITIONAL SERVICES**

1. **WATER SPRAY TESTING AND THERMAL IMAGING $ ?,???**

Our applied technical building envelope services will include Water Spray Testing of exterior walls, windows, joint sealants or roofing details within four (4) areas selected by HCI to test representative existing conditions. The Water Spray Testing will be performed by two (2) of HCI’s Personnel with one person manning a spray wand equipped with a Monarch B-25 spray nozzle, and / or water pressure test with a spray bar, and the second person is thermal imaging on the interior to quickly detect moisture entry.

1. Captioned Condition Photo Report to Document Selected Test Areas and Testing Observations.
2. Concise Executive Summary Condition Observation Report to Provide Supplemental Recommended Remedial Actions based on Testing Observations.

**Because You Are Aware and We Are Convinced *No single individual possesses all the necessary Depth of Knowledge and Experience to properly and adequately address Every Building Envelope Trade’s Conditions, including Roofing, Wall Systems and Waterproofing, our Principal and our Fenestration, Glazing and Wall Systems Senior Consultant will be involved in Document Review, Discussions, Meetings, Observations, and Reporting on this project. Particularly, One Individual is not capable of addressing the nuances of Glazing and Fenestration Components and Sophisticated Systems without specialized training and experience. Too many Roofing Consultants are claiming expertise they don’t have, and this introduces undue Risk to the General Contractor and the Owner.***

# Qualifications and Limitations of Services

1. HCI is offering our Applied Technical Consulting Services on an Hourly Not-to-Exceed Fee basis based upon experience and historical costs of services. An estimated range for the cost of services may or may not be possible to create with limited information. **Estimated reimbursable** **expenses are not included and will be invoiced at cost plus 10% markup.** Costs of expenses are estimated to the best of our ability but, if actual expenses are more than the estimate, the overage will be invoiced.

A. The reimbursable **$????** expense cost breakdown is as follows:

* 1. Travel-related expenses (portal to portal, mileage) - $**???**
  2. Hotel - $???
  3. Meals - $???
  4. Equipment - $???
  5. Shipping/Transport of Equipment - $???

**If fuel costs escalate more than 15%, HCI reserves the right to pass on the increase.** Any work over the services quoted above will be Invoiced at our regular Hourly Fee rates below.

1. **When listed services have been completed, Additional Services will be billed at an hourly rate (rates listed below) unless an Additional Services Proposal is requested and approved.**
2. A $ 2,000 minimum retainer for Hourly Fee Proposals or 15% minimum retainer for a Lump Sum / Fixed Fee Proposal needs to be paid prior to HCI Commencing requested and authorized Services. HCI will notify our Client when we have invested the services in keeping with the original services Agreement Proposal. Additional Agreement Proposals will be sent and signed Agreement Proposals will be due prior to HCI performing subsequent requested Additional Services.
3. Site Visits will be followed with captioned condition observation photo reports indicating work in progress, deficiencies, and action items. If requested, a Concise Written Report may be created at an Additional Cost.
4. HCI will need Client or Contractor’s furnished access for observations.
5. Hixson Consultants, Inc. carries General Liability, Workman’s Compensation and E&O insurance.
6. Hixson Consultants, Inc. will perform our services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality at the time of service. Our intent is to perform visual assessments in a good faith – best effort attempt to avoid or solve moisture intrusion, thermal and wind force issues, to address damaged materials, and to identify incorrect installation configurations. HCI does not offer any Warranty or guarantee.
7. Client agrees that Hixson Consultants, Inc. shall provide only the services set out herein and that Hixson Consultants, Inc. offers no Warranties, expressed or implied in our Proposal or our oral or written reports, with respect to products of their fitness for a particular purpose. Client agrees to look solely to the Warranties made by the Contractors and/or Manufacturer of said products, including, without limitation, consequential damages out of the use of said products.
8. Any representations, recommendations, opinions, or conclusions relating to the work performed by Hixson Consultants, Inc. must be made in writing by duly authorized Hixson Consultants, Inc. representatives. Hixson Consultants, Inc. will not be bound by any oral representations, recommendations, opinions, or conclusions. The Client agrees to indemnify Hixson Consultants, Inc. for any expenses that Hixson Consultants, Inc. may incur because of the Client’s negligence or negligence of any Contractor(s) and Subcontractor(s) hired by the Client.
9. Hixson Consultants, Inc. shall not be liable or responsible for, and shall be saved and held harmless by Client from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for any damage to or loss of property, arising out of or attributed directly or indirectly to the performance of this Contract.
10. All comments made of documents reviewed and of work installed are presented for information and recommendation only and are based on our past considerable experience and our desire to facilitate long-term performance with minimal expected maintenance burden to the Building Owner. We do not assume authority for the means and methods and to make unauthorized changes to the Work or to the Installer’s (Envelope Subcontractor’s) scope.
11. Our Standard Terms and Conditions included apply to this work and all service delivery.
12. HCI does not perform destructive discovery demolition work or repair conditions. HCI can observe, document, and make recommendations based upon destructive discovery work and repairs performed by Others.
13. HCI delivers knowledgeable applied technical consulting services to avoid or solve building envelope performance issues. HCI does not practice Architecture, Engineering or Construction Management. If these services are required, they would need to be provided by Others.
14. Additional Costs: HCI will need to be compensated for printing costs at cost plus 10% markup if print copies of new construction are not available for HCI. HCI will need to be compensated for portal-to-portal travel related costs at cost plus 10% markup.
15. HCI Invoices are due upon receipt. Accounts unpaid for sixty (60) days from the date of Invoice will be cause for HCI to suspend performance under this Agreement upon a fourteen (14) day written notice, unless payment in full is received within fourteen (14) days from the date of the written notice; i.e., paid no
16. later than when the account has been due for sixty (60) days. **In the event of suspension of services, HCI will have no liability for any delay or other damage, contractual or otherwise, caused by or arising out of the suspension of services for nonpayment.**
17. Accounts unpaid for thirty (30) days from the date of Invoice will be cause for HCI to charge and be paid 1-1/2% interest per month until the account past due amount and applicable accrued interest are paid in full.
18. Acceptance by HCI of any payment more than sixty (60) days old shall not serve as a waiver of HCI’s contractual right to suspend services for nonpayment. Failure to make payment within thirty (30) days of Invoice shall constitute a release of HCI from any and all claims which the Client may have, either in tort or in Contract, and whether known or unknown at the time.
19. Pricing is good for thirty (30) days.
20. The Client is to share all Project documents affecting the Building Envelope with HCI in a timely manner, including but not limited to Drawings and Specifications, Submittals, Shop Drawings, RFIs and Quality Assurance Site Visit deliverable(s) one (1) week prior to the requested deliverable. Where applicable, the anticipated Construction schedule and schedule updates shall also be shared with HCI in a timely manner for HCI to perform the Contracted Services.
21. If HCI can be paid for invoices sent, there will be no additional charge for bookkeeping. If the Client has a proprietary billing and payment software program and data entry is necessary on HCI’s part, there will be a $100 per hour charge to accommodate this requirement if the requirement is not shared with HCI prior to our creating services proposals.
22. **Risk Allocations**: In recognition of the relative risks, rewards, and benefits of the project to both the Client and HCI, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by the law, HCI’s total liability to the Client, for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement, from any cause or causes, shall be limited to insurance coverage and not exceed the total amount of ($1,000,000, $500,000, $100,000). Such causes include and are limited to HCI’s errors, omissions, strict liability, or breach of contract.
23. **Additional Services** thatmay be requested can include additional Site Visits, additional meetings, infrared thermographic imaging, dielectric impedance testing, water hose water pressure hose nozzle and chamber water pressure testing and if necessary, additional services monitoring of waterproofing, roofing, flashing penetrations and perimeters, and joint sealant installations. An additional HCI Services Agreement proposal will need to be signed to authorize our continuing to perform the initial requested services and to perform additional requested services that may or may not differ from the original services.

**Unit Costs Hourly Fees for Additional Services Requested and Provided:**

**Requested Basic and Additional Services will be invoiced monthly at our current standard hourly rates as follows:**

* Principal $ 325 / hr
* Sr. Associate $ 300 / hr
* Sr. Project Consultant $ 275 / hr
* Sr. Consultant $ 250 / hr
* Consultant $ 200 / hr
* Sr. Technician $ 150 / hr
* Field Technician $ 135 / hr
* CAD $ 135 / hr
* Administrative $ 90 / hr

**Should this work be performed when HCI hourly fee rates have changed, HCI reserves the right to invoice at the higher rate.**  Reimbursable expenses are **not included** and will be invoiced at cost plus 10% markup.  Additional Services expenses are billed in addition to hourly rates.

Additional Services may be required or requested because of discovery of concealed conditions, the non-performance of others or conditions of the work not previously considered, additional site visits and additional meetings, excessive correspondence or lengthy conference calls (exceeding a quarter of an hour duration).

We welcome discussing our services in detail at your convenience. Should further information be required, please contact our office. May we have your valued business, and continue to build a strong, successful, and mutually beneficial relationship?

Sincerely,

**Hixson Consultants, Inc.**

**Ben Hixson**

Ben Hixson, Principal / CIT, CCS, CCCA, QCxP, Professional IIBEC Member

Roofing Wall Systems Waterproofing Thermography Commissioning

cc: Tony Wright, Associate, Professional IIBEC Member, Roofing, Wall Systems, Waterproofing and Thermography

Greg Cunningham, Sr. Project Consultant, Glazing, Fenestration Systems, Wall Assemblies

Mike Ray, Sr. Project Consultant, Professional IIBEC Member

Tyler Mayhew, Consultant, CxA + BE, BECxP, CIT, CEI-TN, Professional IIBEC Member

Tony Fields, Sr. Field Technician, Professional IIBEC Member

Wesley Paul, Field Technician, Professional IIBEC Member

**HCI is offering our Applied Technical Consulting Services on an Hourly Not-to-Exceed Fee basis based upon experience and historical cost of services.** **Reimbursable expenses are not included and will be invoiced at cost plus 10% markup. Any work over the services quoted above will be billed at our regular Hourly Fee rates cited above. HCI will not commence work on this project without a Signed Agreement. I have read and agree to the Terms and Conditions attached.**

**Agreed to by:**

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Printed Name E-mail Address

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Signature Telephone Number

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Title Fax Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**HCI Invoices will be distributed via e-mail. Please provide contact for Accounts Payable below.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Person Authorized for Payment E-mail Address

Billing Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street or PO Box Direct Telephone Number

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City, State, Zip Code Fax Number

**HIXSON CONSULTANTS, INC.**

**CONSULTING SERVICES TERMS AND CONDITIONS**

I. COMPENSATION

A. Fee compensation to Hixson Consultants, Inc. hereafter also HCI, for Basic Services shall be invoiced monthly based on actual hours expended by HCI at our prevailing rates.

B. The budget amount represents the estimated cost to our Client limited to the Basic Services (excluding any / all reimbursable expenses) as outlined in the agreement and is conditional upon all of the terms and conditions stated herein. HCI shall endeavor to provide the Basic Services within the estimated budget and shall also endeavor to notify the Client prior to exceeding this budget; however, in all circumstances, the Client agrees and accepts to compensate HCI for all hours expended in the interest of the project.

C. Reimbursable Expenses are in addition to fee compensation for services and include actual expenditures made/incurred by HCI and/or its agents in the interest of the project and resulting directly from the performance of services under the Agreement. Unless prepaid, reimbursable expenses are invoiced at cost plus 10% and include but are not limited to:

1. Portal-to-portal travel plus subsistence.

2. Long-distance telephone, cellular telephone use, telex, telecopy.

3. Expense of courier service, shipping, postage, and delivery service.

4. Expense of any / all reproduction of drawings, specifications, photographs, calculations, reports, correspondence, expense backup, etc.

5. Fees and expenses of a Registered Professional Consulting Engineer, Registered Architect, or Construction Manager.

6. Cost of staging, scaffolding, ladders, or other equipment.

D. Compensation to HCI for the performance of authorized Additional Services where the scope is defined may be a lump sum amount if mutually agreed upon in advance and shall be in addition to the Basic Services fee amount or shall be otherwise billed at our prevailing hourly rates.

E. Overtime requested by the Client of HCI in an effort to recover and/or to maintain the overall schedule due to slippage by others shall be compensated at 1 ½ times the above rates for time on weekdays and Saturdays and at 2 times the standard hourly rates for Sundays and holidays.

F. Portal to Portal travel time is chargeable from the scheduled departure time to the scheduled return arrival time. Time zone differences will be adjusted to actual hours. Non-travel and after-hours time out of town on overnight and/or extended trips are not chargeable.

II. PAYMENT

A. Payment on account of authorized services and/or expenses shall be made monthly in the amount of HCI’s monthly invoice for services performed and/or expenses incurred. Payment of HCI’s invoices is not contingent upon the Client's receipt of funds. The invoice shall be considered past due if not paid within 30 days of the invoice date. In lieu of a signed copy, authorization to proceed, or payment of Hixson Consultants, Inc., HCI, invoice(s) constitutes acceptance of this proposal.

**B. Client shall notify HCI in writing within twenty (20) days from the invoice of any incorrect or disputed item on the invoice or such invoice shall be deemed complete and correct and fully due and owing.**

C. If this assignment is suspended for more than one (1) month or abandoned in whole or in part, by the Client or Third Party, HCI shall be paid within 30 days its compensation for services performed and expenses incurred prior to receipt of written notice of such suspension or abandonment.

D. Payments are due and payable upon receipt of the invoice. The Client agrees to pay invoices in a timely manner. On the thirty-fifth (35th) day following the invoice date and on each successive thirtieth (30th) day thereafter, a late charge in the amount of one and one-half percent (1.50 %) may be added to and become due on all unpaid principal amounts due. Finance charges accrue from the original date of the invoice. Payment received will first be applied to any accrued late fees and then to the balance of the original invoice(s).

E. In the event that payment is not made, the Client agrees to pay all collection costs and expenses incurred by HCI to collect the amount due including a reasonable attorney’s fee whether or not the suit is instituted.

III. GENERAL PROVISIONS

A. Record of expenses and hourly rate-based services performed will be kept on the basis of General Accepted Accounting Principles (GAAP) and will be available to the Client in HCI’s office during normal business hours.

B. Reports, photos, specifications, drawings, calculations, and related documents prepared by HCI are for the exclusive use of the Client for this project. Client's and HCI’s responsibility and liability with respect to these drawings and documents are limited solely to this project.

C. This agreement may be terminated by either party upon seven (7) days’ written notice should the other party substantially fail to perform in accordance with its provisions through no substantial fault of the other. In the event of termination, HCI shall be paid within 30 days its compensation for services performed to the termination date, including reimbursable expenses, in full. Upon receipt by HCI of said payment in full, HCI shall deliver to Client one reproducible copy of documents prepared by HCI to the termination date. HCI shall have no responsibility whatsoever for subsequent changes or additions and/or for the use of these documents by Client and/or by others.

D. Client agrees that HCI is entitled to rely on it exclusively for the accuracy and timeliness of the information it provides HCI with respect to the project unless HCI knows or has reason to believe such information is in error. The Client shall provide HCI with drawings, specifications, reports, field measurements, surveys, warranty coverage, leak history, and any other requested data that may be obtainable in order for HCI to perform its services. When advised by HCI, investigation of conditions concealed by existing finishes shall be authorized and paid for by the Client. Where investigation is NOT authorized, HCI shall not be responsible for the condition of the existing structure (except where verification can be made by simple visual discovery), or envelope performance.

E. HCI is providing only technical consulting services in an advisory capacity under this Agreement and is not providing (nor profiting from) any products, materials, shop fabrication, and/or field installation. It is understood and agreed that the final responsibility for checking and verifying the accuracy of and for use of all documents/recommendations provided by HCI under this Agreement is and shall remain solely with the Client.

**F. The total extent of responsibility and liability for any and all errors and/or omissions by HCI in work provided under this Agreement shall be limited to insurance coverage. Client agrees and accepts that it is prohibited as a condition of this Agreement from making deductions or "back charging" HCI’s compensation for any reason whatsoever except for proven HCI errors and omissions. HCI assumes no responsibility for material costs and/or labor costs by others due to services provided by HCI under this Agreement. We can provide for a charge of $1 Million Errors and Omissions (E&O) insurance for our work and more coverage than this is specifically excluded from the terms of our Agreement unless cited as a line-item additional cost. In recognition of the relative risks, rewards, and benefits of the project to both the Client and HCI, except for HCI errors and omissions the Client assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever to all persons and to all property caused by, resulting from, arising out of, or occurring in connection with the work and/or HCI’s services performed under the Agreement; and if any persons shall make a claim for any damage or injury as hereinabove described, the Client agrees to indemnify and hold HCI harmless from and against any and all loss, expense, damage or injury that may result of any such claim.**

HIXSON CONSULTANTS, INC. ASSUMES NO CONSEQUENTIAL DAMAGES AND LIMITS ANY OTHER DAMAGES WHATSOEVER TO THE PROVIDED INSURANCE COVERAGE. HIXSON CONSULTANTS, INC. DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER CONSEQUENTIAL DAMAGES. HCI OFFERS “BEST EFFORT-GOOD FAITH” SERVICES INTENDED TO STOP MOISTURE INTRUSION AND CONDENSATION FORMATION.

G. It is understood and agreed that the Agreement is conditional, based upon a comprehensive schedule mutually agreed upon prior to HCI beginning work, for services to be provided by HCI. Any deviation from this schedule resulting from any action or inaction by other than HCI may result in Additional Service costs and/or HCI being unable to recover to maintain said overall schedule. Such inability to recover shall not constitute just cause for termination of the Agreement by Client.

**H. HCI shall endeavor to maintain scheduled deliverables; however, it is understood and agreed that the only liability assumed by HCI for its nonperformance, resulting in failure to maintain schedule, shall be absolutely limited to providing/increasing over time and/or staff at no additional cost to Client, regardless of circumstances outside HCI control and/or Client's exposure.**

I. HCI reports are for the exclusive use of our Client and are not intended for any other purpose. Reports are based on the information available to us at the time of the report. Should additional information become available at a later date, we reserve the right to determine the impact, if any, the new information may have on our discovery and recommendations and to revise our opinions and conclusions if necessary and warranted.

J. HCI maintains statutory Employee's Insurance, including Worker's Compensation, Employer's Liability, and Comprehensive General Liability, and will provide a current Certificate of Insurance to our client upon request.

K. HCI is an independent contractor in the performance of its duties under the Agreement. The detailed methods and manner of conducting the services shall be under the complete control and direction of HCI.

**L. All persons performing any part of the services will be employees or agents of HCI and not employees or agents of the Client. HCI will be fully responsible for all applicable federal, state, and local taxes arising out of HCI’s activities under this Agreement, including by way of illustration but not by way of limitation, federal income tax, social security tax, unemployment compensation contribution, and all other taxes, contributions, or business license fees as required (excluding any international fees, duties, or taxes).**

M. HCI will not have control over, or charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work; these are solely a Client / Contractor responsibility. HCI will not be responsible for the Client/Contractor’s failure to carry out the work in accordance with the project Contract Documents.

**N. HCI will not have control over, or charge of, and will not be responsible for acts or omissions of Client or Contractor, Subcontractors or their agents or employees, or of any persons performing services or portions of the work.**

O. HCI will comply with all applicable federal and state laws and regulations with respect to non-discrimination and equal opportunity in employment.

P. Client agrees to resolve by mediation any and all disputes, claims, or controversies arising from or related to any work performed for Client by HCI including disputes related to the breadth or scope of this provision. Mediation shall be conducted in Birmingham, AL. This provision, however, does not require the mediation of disputes where the fees paid to HCI are less than $10,000 or the amount sought does not exceed $10,000.

Q. The prevailing party in any mediation, or any other final, binding dispute proceeding upon which the parties may agree, may be awarded reasonable attorneys’ fees and expenses incurred by such party upon a finding that the other party initiated or continued to assert a clearly frivolous, unreasonable, or groundless claim or defense.

R. The Agreement constitutes the entire Agreement by and between Client and Hixson Consultants, Inc. pertaining to Technical Consulting Services for the referenced assignment. The terms and conditions herein shall supersede and take precedence over any / all terms and conditions which may be embodied in Client's purchase order or similar documents. The Agreement may be amended only by mutual agreement in writing signed by both parties and attached hereto. The laws of the State of Alabama will govern the Agreement.