#### WORK AUTHORIZATION FOR PROFESSIONAL SERVICES No. 23

This Agreement is by and between the City of Mission (OWNER) and, Melden and Hunt, Inc. (ENGINEER) who agree as follows: the City of Mission (OWNER) hereby engages Melden and Hunt, Inc. to perform the services described in Part 1 ("Scope of Services") and Melden and Hunt, Inc. agrees to perform the Services for the compensation set forth in Part II ("Engineering Fee Schedule"). Melden and Hunt, Inc. shall be authorized to commence the Services upon execution of this Agreement. The City of Mission and Melden and Hunt agree that this agreement and attachments referred to herein, constitute the entire agreement between them relating to the Project ("Agreement").

Project: Construction of Mission Northwest Colonias Project

Location: Hidalgo County, Texas

I. MELDEN AND HUNT INC.'S RESPONSIBILITIES: Melden and Hunt Inc. shall perform or furnish the services described under this Agreement.

The City of Mission is engaging Melden and Hunt Inc. to provide professional services related to the City of Mission's efforts for the construction of the Northwest Colonias Project, including funding application, project bidding, construction administration, inspection, construction staking, and materials testing.

- II. The City of Mission: OWNER, at its expense, shall do the following in a timely manner so as not to delay the Services.
  - 1. REPRESENTATIVE: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define OWNERS's policies and make decisions with respect to the Services.
  - 2. DECISIONS: Provide all criteria and full information as to the OWNER's requirements for the Project, obtain (with Melden and Hunt Inc.'s assistance) necessary approvals and permits, attend Project-related meetings, make required project related decisions, and generally participate in the Project to the extent necessary to allow Melden and Hunt Inc. to perform the Services.
- III. COMPENSATION, BILLING, AND PAYMENT: Contingent upon release of funds from the Texas Water Development Board (TWDB), the City of Mission shall pay Melden and Hunt Inc. for Services in accordance with the following Billing Schedule.

1.	SERVICES:	Hourly Rates with An Estimated Fee \$
		Hourly Rates not to Exceed a Maximum Fee\$
		Percentage of Construction Cost
		X Lump Sum <u>\$ 680,000.00</u>
		Other (Specify)
		(Engineer's Hourly Rate Schedule is attached as Part III)

2. PAYMENTS: Billings for services rendered will be made as the funds are released by the TWDB based on monthly outlay reports.

#### IV. STANDARD TERMS AND CONDITIONS:

1. STANDARD OF CARE: Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Melden and Hunt, Inc. cannot provide any warranty or guarantee, express or implied including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by the City of Mission are specifically objected to.

- 2. CHANGE OF SCOPE: The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the City of Mission. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined. Melden and Hunt, Inc. will promptly provide the City of Mission with an amendment to this Agreement which will go into effect upon written approval by the City of Mission.
- 3. SAFETY: Melden and Hunt, Inc. has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Melden and Hunt, Inc. specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Melden and Hunt, Inc. employees.
- 4. DELAYS: If events beyond the control of Melden and Hunt, Inc., including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedules established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 30 days, Melden and Hunt, Inc. shall be entitled to an extension of time equal to the delay. If Melden and Hunt, Inc. suffers financial loss as results of a delay that exceeds 30 days, it may request an adjustment in compensation based upon receipts or other evidence of loss. Such adjustment will be granted at the discretion of the City of Mission.
- 5. TERMINATION/SUSPENSION: Either party may terminate this Agreement upon 30 days written notice to the other party. Engineer will cease providing services under this Agreement on the date notice of termination is provided by either party. The City of Mission shall pay Melden and Hunt, Inc. for all Services rendered to the date of termination based upon the schedule set out in Part II and taking into consideration the percentage completion of the project at the date of termination.

In the event either party defaults in obligations under the Agreement (including OWNERS's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and deliberately continued and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

- 6. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by Melden and Hunt, Inc. is supplied for the general guidance of the City of Mission only. Since Melden and Hunt, Inc. has no controls over competitive bidding or market conditions, Melden and Hunt, Inc. cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the City of Mission.
- 7. RELATIONSHIP WITH CONTRACTORS: Melden and Hunt, Inc. shall serve as Mission's professional representative for the Services, and may make recommendations to Mission concerning actions relating to Mission's contractors, but Melden and Hunt, Inc. specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Mission's contractors.
- 8. CONSTRUCTION REVIEW: Mission acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related service by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Mission agrees to hold Melden and Hunt, Inc, harmless from any claims resulting from performance of construction-related services by persons other than Melden and Hunt, Inc.
- 9. INSURANCE: Melden and Hunt, Inc. will maintain insurance coverage for Professional Comprehensive General, Automobile, Worker's Comprehension, Employer's Liability and Professional Errors and Omissions in amounts in accordance with legal and Melden and Hunt, Inc. business requirements. Certificates evidencing such coverage will be provided to the City of Mission upon request.
- 10. INDEMNITIES: To the fullest extent permitted by law, Melden and Hunt, Inc. shall indemnify and save harmless the City of Mission from and against loss, liability, and damages sustained by the City of Mission, its agents, employees, and representatives by reason of injury or death to persons or damage to

tangible property for this Project resulting from the willful misconduct or failure to adhere to the standard of care described in Part IV-Paragraph 1 above of Melden and Hunt, Inc., its agents or employees.

11. LIMIATIONS OF LIABLITY: No employee or agent of Melden and Hunt, Inc. shall have individual liability to the City of Mission.

Mission agrees that to the fullest extent permitted by law, Melden and Hunt Inc.'s total liability to Mission for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Melden and Hunt Inc.'s negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Melden and Hunt, Inc under this Agreement. If Mission desires a limit of liability greater than that provided above, Mission and Melden and Hunt, Inc. shall include in Part 11 of this Agreement the amount of such limit and the additional compensation to be paid to Melden and Hunt, Inc, for assumption of such additional risk.

- 12. ACCESS: The City of Mission shall provide Melden and Hunt, Inc. safe access to any premises necessary for Melden and Hunt, Inc. to provide the Services.
- 13. REUSE OF PROJECT DELIVERABLES: Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by the City of Mission for any purposes other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Melden and Hunt, Inc. for the specific purpose intended, shall be at the City of Mission's risk. The City of Mission agrees to defend, indemnify, and hold harmless Melden and Hunt, Inc. from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by the City of Mission or others acting through the City of Mission.
- 14. AMENDMENT: This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
- 15. ASSIGNMENT: Except for assignments (a) to entities which control, or are controlled by, the parties hereto, or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.
- 16. STATUTES OF LIMITATION: To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire two years after Project completion.
- 17. PREVAILING PARTY LITIGATION COSTS: In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.
- 18. NO WAIVER: No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
- 19. NO THIRD-PARTY BENEFICIARY: Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the City of Mission's contractors, if any.
- 20. SEVERABILITY: The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
- 21. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

## APPROVED FOR CITY OF MISSION

BY:\_\_\_\_\_

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

Title:\_\_\_\_\_

Date:\_\_\_\_\_

APPROVED FOR MELDEN AND HUNT, INC.

\_\_\_\_\_ BY:\_\_\_

Printed Name: Ruben James De Jesus, P.E., R.P.L.S

Title: Vice-President

Date: 10-19-2023

#### PART 1 SCOPE OF SERVICES FOR TWDB CONSTRUCTION FUNDING CITY OF MISSION CONSTRUCTION OF MISSION NORTHWEST COLONIAS PROJECT

**BACKGROUND** The City of Mission is seeking Construction funding from the Texas Water Development Board (TDWB) to provide first time service to 14 colonias within the northwest side of the City's sanitary sewer service area. This proposed phase of the project provides for construction of wastewater collection facilities to bring first time organized sewer service to 14 subdivisions in North Mission. The WORK consists of the construction of approximately 61,604 feet of gravity sewer pipe, 8,274 feet of force main, 205 manholes, canal or ditch crossings, two lift stations, and other work required to bring the area back to equal or better condition.

The City of Mission, upon execution of the contract, engages the services of Melden and Hunt, Inc. to provide the listed administration efforts necessary for the construction of the project.

## BASIC SERVICES

## A. BID SERVICES

Melden and Hunt, Inc. will perform all work associated with Bid Phase Services. Specific services to be provided are listed below.

- A.1 Coordinate bid opening date, time, and place with the City, and prepare a final Invitation to Bid.
- A.2 Assist and advise the City of Mission in placing the advertisements of the Invitation to Bid. The City will place and pay for advertisements. Melden and Hunt, Inc. will provide five courtesy copies of the Contract Documents to area plan rooms.
- A.3 Identify potential contractors and suppliers and distribute copies of the Invitation to Bid.
- A.4 Distribute Contract Documents to prospective bidders, suppliers, plan rooms, and agencies for bidding purposes. Maintain a record of prospective bidders and suppliers (Plan Holders) to who contract documents have been issued. Plan Holders will be charged by MHI a non-refundable fee to cover the cost of reproduction of contract documents.
- A.5 Distribute Plan Holders' list to recipients of Contract Documents prior to bid opening.
- A.6 Conduct a pre-bid conference during the advertisement period.
  - A.6.1 Review the types of information required by the Contract Documents and the format in which bids should be presented.
  - A.6.2 Review special project requirements and Contract Documents in general.
  - A.6.3 Receive requests for interpretations or clarifications, which will be issued by addendum.

A.6.4 Prepare minutes of the conference and issue to plan holders

- A.7 Interpret construction Contract Documents. Prepare and issue addenda to the construction Contract Bid Documents when required.
- A.8 Attend bid opening and answer questions during bid opening.
- A.9 Make preliminary tabulation of bids. Review bids for completeness and conformance to the Contract Documents.
- A.10 Prepare and distribute formal bid tabulation sheets and make a written recommendation to the City concerning contract award.
- A.11 After issuance of notice of award, review Contractor's bonds, furnish the Contractor with unsigned construction contract documents, and transmit the construction Contract Documents to the City of Mission for signature and distribution.
- A.12 Prepare and distribute 6 sets of the signed construction Contract Documents, two sets to the Contractor, 2 sets to the OWNER, and the ENGINEER will keep two sets.

## B. CONSTRUCTION SERVICES

The ENGINEER will provide support services during the construction phase of the project. By performing these services, the ENGINEER shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. The ENGINEER shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Multiple construction contracts will be developed for this project and none of the construction contracts will have a duration greater than twenty-four (24) months. Specific services to be performed are as follows.

- B.1 Review the Contractor's insurance certificates and bonds and forward the certificates to the City of Mission for acceptance by the City's attorney. The review of the insurance certificates is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.
- B.2 Conduct a pre-construction conference for each contract. Prepare an agenda for the conference, and prepare and distribute minutes. The pre-construction conference will include a discussion of the Contractor's tentative schedules, lines of communication, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.
- B.3 Review and comment on the Contractor's initial and monthly updated construction schedule and advise the City of Mission as to acceptability. One review per calendar month per contract is included.

- B.4 Review the Contractor's initial and updated schedule of estimated monthly payments (estimated cash flow) and advise the City of Mission as to acceptability.
- B.5 Make periodic visits to the construction site to observe progress of the work, and consult with the City of Mission and the Contractor concerning problems and/or progress of the work. At a minimum, two visits per calendar month per contract are included.
- B.6 Review drawings and other data submitted by the Contractor as required by the construction Contract Documents for general conformity to the construction contract documents. The review of these submittals shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- B.7 Receive and review guarantees, bonds, and certificates of inspection, and tests and approvals that are to be assembled by the Contractor in accordance with the construction Contract Documents, and transmit them to the City of Mission.
- B.8 Interpret construction Contract Documents when requested by the City of Mission or the Contractor. Prepare and issue clarifications when required.
- B.9 Review and process the Contractor's monthly payment requests, and forward to the City of Mission as appropriate. The review shall be for the purpose of making a full independent mathematical check of the Contractor's payment request.
- B.10 Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the City of Mission.
- B.11 Work related to unusually complex or unusually numerous claims or requests for clarifications shall be considered Additional Services.
- B.12 Upon completion of the project, revise the construction Contract Drawings to conform to the construction records and record drawings maintained by the Contractor. Submit one set of paper drawings and one CD.
- B.13 Analyze data from performance testing of equipment by the Contractor or supplier when the construction Contract Documents require the equipment to be tested after installation. Submit conclusions to the City of Mission.
- B.14 Upon substantial completion, review the work and prepare a list of the items to be completed or corrected before final completion of the project (punch list). Submit a summary of the review to the City of Mission and the Contractor.
- B.15 Upon completion or correction of the items of work on the punch list, conduct a final review to determine if the work is completed. Provide written recommendations concerning final payment to the City of Mission, including a list of items, if any, to be completed prior to making such payment.

#### SPECIAL SERVICES

#### C. FUNDING ASSISTANCE

- C.1 Engineering Services for TWDB EDAP Funding Application
- C.2 Attend meetings with the City of Mission and TWDB as necessary to fulfill requirements necessary for funding.
- C.3 Prepare funding application document and coordinate activities of both financial and legal consultant contributions required for completing the application. Payment for financial and legal services are to be the responsibility of the City of Mission. Preparation of the funding application document will be in accordance with the guidelines established by the TWDB for projects funded under the Economically Distressed Areas Program (EDAP).

## D, INSPECTION

- D.1 Review the progress schedule, shop drawings, equipment submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such submitted documents.
- D.2 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
- D.3 Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation— RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- D.4 Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with Inspector's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- D.5 Report to Engineer whenever Inspector believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- D.6 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- D.7 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- D.8 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are

applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

- D.9 Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- D.10 Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work

## E. CONSTRUCTION STAKING

- E.1 Provide construction staking services on the gravity collection lines. The services will include the one-time staking of the sanitary sewer lines at intervals of 200 feet or less and at connection points or changes in direction to clearly define the route. All stakes will be set on offsets so that construction work can be accomplished without initially destroying the stakes.
- E.2 Provide construction staking services for the two lift stations. The services will include the one-time staking to provide a benchmark and base line for the Contractor to use for the layout and construction of the two lift stations.

## F. MATERIALS TESTING

F.1 The ENGINEER will engage the services of a Geotechnical/Materials Testing Lab to secure required information related to conformance with the contract documents for the project i.e. concrete breaks, density testing, proctor determinations, etc.

### G. Environmental

Melden and Hunt, Inc. will assist and furnish the coordination of the Environmental Contractor to CITY OF MISSION. Melden and Hunt, Inc. and the Environmental Contractor will submit a complete environmental information document to the TWDB, in accordance with TWDB EID requirements for EDAP projects. Melden and Hunt will work closely with TWDB environmental staff towards securing a finding of no significant environmental impact. CITY OF MISSION will be solely responsible for payment to Melden and Hunt, Inc.

## H. Subsurface Exploration (Geotechnical Engineering)

Melden and Hunt, Inc. will furnish the coordination of the subsurface exploration. Melden and Hunt, Inc. will be solely responsible for payment to the Geotechnical Engineer.

## I. Permits

- I.1 Prepare and submit an application to the TCEQ for plan approval. Service rendered will include two trips to Austin to the TCEQ. Services will include all normal services related to securing plan approval.
- I.2 Prepare and submit permit requests to TxDOT, Hidalgo County ROW Dept., Hidalgo County Drainage District #1, Irrigation District, and Others as necessary to secure a Site Certificate for the construction of the project.

## ADDITIONAL SERVICES

Additional Services are those services, which are not included in the Basic Services or Special Services, but may be needed at some time during the completion of the project. These Additional Services will be authorized on an as-required basis by the City of Mission with the fee for the service being negotiated at the time of the request. CITY OF MISSION will issue a separate notice to proceed for each additional service requested.

## PART II ENGINEERING FEE SCHEDULE

Basic Services				
Α.	Bid Services	\$25,000		
В.	Construction Services	\$115,000		
	Fee for Design Service Due as a Percentage of Completion	\$140,000		

Special Services			
Funding Assistance	\$30,000		
Enviromental	\$45,000		
Geotechnical	\$35,000		
Material Testing	\$180,000		
Permits	\$10,000		
Inspection	\$140,000		
Construction Staking	\$90,000		
O&M Manual	\$10,000		
Fee for Special Services Due as a Percentage of Completion	\$540,000		

# TOTAL ENGINEERING CONTRACT COST

## \$680,000

## PART III Engineers Hourly Rate Schedule for Additional Services CITY OF MISSION CONSTRUCTION OF NORTHWEST COLONIAS PROJECT TWDB EDAP CONSTRUCTION FUNDING

The Schedule of Rates and Charges Table below sets the hourly rates for various personnel and shall be the basis for negotiation for amending the contract for additional work.

	PRINCIPAL SENIOR ENGINEER / PROJECT MANANGER /GIS MANAGER REGISTERED PROFESSIONAL LAND SURVEYOR GENERAL MANAGER PROJECT ENGINEER E.I.T. S.I.T. PROJECT MANAGER CONSTRUCTION PROJECT INSPECTOR SURVEY PARTY CHIEF (plus supplies) SURVEY CREW SURVEY RESEARCH DRAFTING TECH INTERN DRAFTING TECH 1 DRAFTING TECH 2 DRAFTING TECH 4 DRAFTING TECH 4 DRAFTING TECH 6 GIS TECH	\$150.00/HOUR \$150.00/HOUR \$125.00/HOUR \$125.00/HOUR \$125.00/HOUR \$90.00/HOUR \$90.00/HOUR \$100.00/HOUR \$65.00/HOUR \$55.00/HOUR \$55.00/HOUR \$65.00/HOUR \$65.00/HOUR \$75.00/HOUR \$75.00/HOUR \$65.00/HOUR \$65.00/HOUR \$65.00/HOUR
• • • • • • • • • • • • • • • • • • •	GIS TECH ADMINISTRATION	

The schedule of charges for work that is beyond what is set forth in the contract.

ABSTRACT WORK	COST plus 10%
MATERIALS	COST plus 10%
REIMBURSABLES Charges	COST plus 10%
TRAVEL (Out of Area – 25 mi radius)	\$ 1.00/MILE
REIMBURSABLE Supplies (See Below)	

Stakes & Hubs	\$ 1.00	
Rebar	\$ 2.00	
Monuments	\$ 6.00	
Postage / Shipping	Billed Cost	
Printing	Billed Cost	
Black & White: Letter \$0.10, Legal \$0.20, Ledger \$0.50 per page		
Color: Letter \$0.20, Legal \$0.50, Ledger \$1.00 per page		
Wide Format Sizes: Black & White \$1.00 per sq ft & Color \$2.00 per sq.ft.		