WORK AUTHORIZATION FOR PROFESSIONAL SERVICES No. 24

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: City of Mission 6.0 MGD Water Treatment Plant

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 Planning, Acquisition and Design of a 6 MGD Water Treatment Plant and any related appurtenances.

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 $ 1,966,000.00
_____	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: Randy Perez

Title: City Manager

Date: 10/24/2023

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 I
SCOPE OF SERVICES
FOR TWDB PLANNING, ACQUISTION and DESIGN FUNDING
CITY OF MISSION 6.0 MGD WATER TREATMENT PLANT

BACKGROUND. CITY OF MISSION is seeking PLANNING, ACQUISTION & DESIGN funding from the Texas Water Development Board (TDWB) for the planning, acquisition, and design of a new 6.0 MGD water treatment plant within the City's service area (CCN# 11537).

CITY OF MISSION, upon execution of the contract, engages the services of Melden and Hunt, Inc. to perform services necessary to accomplish the following tasks indicated below.

1. Work related to developing the project following Texas Water Development Board (TDWD) guidelines to secure funding for the project.

2. Preparation of a financial assistance application.

3. Preparation of an engineering feasibility report.

4. Preparation of an environmental report.

5. Assistance with land acquisition for the treatment facility.

6. The design and preparation of contract documents for a proposed water treatment facility.

BASIC SERVICES

A. PHASE I – FUNDING ASSISTANCE & PLANNING/PRELIMINARY ENGINEERING

A.1 Engineering Services for TWDB Funding.

A.2 Attend meetings with CITY OF MISSION and TWDB as necessary to fulfill requirements necessary for funding.

A.3 Conduct Kickoff Meeting.

Participate in a kickoff meeting with TWDB and the CITY OF MISSION project team. The intent of the kickoff meeting is to detail the components and requirements for the TWDB funded project.

A.4 Prepare a preliminary engineering report in accordance with the guidelines established by the TWDB for projects funded under the D-Fund.

A.5 Submit an environmental information document to the TWDB environmental staff.

B. DESIGN

The following scope of work defines the work tasks necessary for the ENGINEER to perform the final design and the preparation of Contract Documents, consisting of Drawings and Specifications, for construction of the indicated system improvements. Design services consist of those tasks, which are essential to the completion of a biddable set of Contract Documents for each of the three projects.

B.1 Workshops

Organize, coordinate and conduct two workshops, participants include the CITY OF MISSION Staff and appropriate members of the Melden and Hunt's team. The purpose of the workshops is to present, discuss and develop project design concepts, equipment selection, instrumentation and control strategies, site improvements, and other issues related to the final design of the projects.

B.2 Coordination Meetings

Meet with power, telephone, gas, cable and other utilities to inform them of the project, and to coordinate the location of their facilities in an effort to include all utility information on the plans. The locations that are to be shown will be taken from existing records and the best information available from existing plans. It is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either Taft or the Engineer for their accuracy or completeness.

B.3 PREPARATION OF DRAWINGS

The ENGINEER shall prepare detailed Drawings for the construction of each of the projects indicated, using the ENGINEER'S standard engineering approach for design, level of detailing and presentation on the Drawings. The Drawings shall be prepared using the ENGINEER'S AUTOCAD system. The Drawings shall be produced on the ENGINEER'S standard 24 x 36-inch Mylar with borders and title blocks to the ENGINEER'S standard. A preliminary drawing list will be prepared during the Preliminary Design and will be updated in the Final Design.

B.4 PREPARATION OF SPECIFICATIONS

The ENGINEER shall prepare the General Conditions, Supplementary General and Technical Specifications. Specifications shall be prepared in the Construction Specifications Institute (CSI) format consistent with the ENGINEER'S latest version. Specification Divisions shall be developed from the ENGINEER'S in-house guide Specifications.

B.5 PROGRESS SUBMITTALS

Progress submittals for the CITY OF MISSION's review shall be made at the Design Development and Final Design stages. Copies of the Drawings shall be provided to the Texas Water Development Board for each submittal.

B.5.1 The Design Development submittal (approximately 50 percent complete) shall include drawing of all major elements of the proposed facilities to be constructed. This submittal will also include preliminary copies of all technical specifications to be used on the specific Project.

CITY OF MISSION's review comments shall be returned to the ENGINEER within 21 days of receipt of the Design Development submittal. Upon receipt of comments from CITY OF MISSION, Melden and Hunt, Inc. will meet with the CITY OF MISSION Staff to resolve outstanding design issues and incorporate substantive comments. Input from the CITY OF MISSION Staff shall be combined with the results of the ENGINEER's internal design checking and Technical Review Committee and the "Design Freeze" shall be established. Any significant changes to the Project design following Design Freeze typically require much rework. Should this occur, the changes will be evaluated and may warrant a contract amendment.

B.5.2 The Final Design submittal (approximately 90 percent complete) shall include the full set of Contract Documents, consisting of the Specifications and Drawings. During the same period that the CITY OF MISSION Staff reviews the documents, the submittal shall also be subjected to the ENGINEER'S internal design checking procedures. The CITY OF MISSION's Staff review comments shall be returned to the ENGINEER within 21 days of receipt of the Final Design submittal. The CITY OF MISSION Staff shall consolidate review comments on one set of submittals. Upon receipt of comments from the CITY OF

MISSION Staff, the Project team shall meet with the CITY OF MISSION Staff to resolve outstanding design issues and incorporate substantive comments. Input from the CITY OF MISSION Staff will be combined with the results of the ENGINEER'S internal design checking. Upon incorporation of the appropriate review comments, the Contract Documents shall be considered to be "bid-ready."

B.6 FINAL ESTIMATE OF PROBABLE CONSTRUCTION COST

The ENGINEER shall prepare a final estimate of probable construction cost, based on the Final Design submittal, which shall also include a breakdown by bid item. The Final Design construction cost estimate, in accordance with the AACE guidelines, is +15/-5 percent. That is, the estimated probable Project construction costs may be 15 percent higher or 5 percent lower than the actual bid on the Project. The Final Design cost estimate shall be submitted to the OWNER within 21 days of receipt of OWNER's comments on the final submittal.

B.7 COMPLETION OF CONTRACT DOCUMENTS

The ENGINEER shall provide four sets of reproducible Contract Documents to the Texas Water Development Board as a Final Submittal.

SPECIAL SERVICES

D. Application

Prepare and submit an application to the TWDB soliciting funding through the D-Fund Program for the project.

E. 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.

F. Surveying

Perform design surveys as needed to develop topographical information necessary for the design of the proposed facilities. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.

G. 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.

H. MATERIALS TESTING

H.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..

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.

J. Project Management

Prepare, coordinate, and conduct periodic meetings with the General Manager and Staff as appropriate to maintain close communications regarding general progress of the project, project decisions, project schedule updates, and financial status. Prepare meeting minutes and distribute them to participants. Provide monthly presentations to the CITY OF MISSION Board on progress and key decisions.

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 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.

I.1 Assistance to CITY OF MISSION as an expert witness in any litigation with third parties, arising from the development or construction of the Project including preparation of engineering data and reports.

I.2 Revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, and documents, that are due to causes beyond ENGINEER's control.

I.3 Investigations involving detailed considerations of operations, maintenance and overhead expenses.

I.4 Cash flow and economic evaluations, rate schedules and appraisals.

I.5 Any work not identified as Basic or Additional Services above.

Part II
Engineering Fee Schedules
(Services are due as a Percentage of Completion
FOR TWDB PLANNING, ACQUISTION and DESIGN FUNDING
CITY OF MISSION 6.0 MGD WATER TREATMENT PLANT

Task	Fee
Planning Phase Services for New Water Treatment Plant	
A.) Master Plan Study Report & other documents as necessary for the completion of said task.	$155,000.00
B.) Financial Assistance Application to the TWDB Drinking Water State Revolving Fund Program & other documents as necessary for the completion of said task.	$45,000.00
C.) Engineering Feasibility Report & other documents as necessary for the completion of said task.	$145,000.00
D.) Environmental Information Document & other documents as necessary for the completion of said task.	$95,000.00
Total Planning Services	**$440,000.00**
Basic Services for Water Treatment Plant	
A.) Design Services for New Water Treatment Plant. (PS&E)	$1,400,000.00
Total Basic Services for WTP	**$1,400,000.00**
Special Services	
Surveying	
A.) WTP	$56,000.00
Geotechnical-Subsurface Exploration	
A.) WTP	$55,000.00
TCEQ Approval	
A.) WTP	$15,000.00
Total Special Services for WWTP & Collection System	**$126,000.00**
Total Engineering Cost	**$1,966,000.00**

PART III
Engineers Hourly Rate Schedule for Additional Services
FOR TWDB PLANNING, ACQUISTION and DESIGN FUNDING
CITY OF MISSION 6.0 MGD WATER TREATMENT PLANT

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	$150.00/HOUR
SENIOR ENGINEER / PROJECT MANANGER /GIS MANAGER	$150.00/HOUR
REGISTERED PROFESSIONAL LAND SURVEYOR	$125.00/HOUR
GENERAL MANAGER	$110.00/HOUR
PROJECT ENGINEER	$125.00/HOUR
E.I.T.	$ 90.00/HOUR
S.I.T.	$ 90.00/HOUR
PROJECT MANAGER	$100.00/HOUR
CONSTRUCTION PROJECT INSPECTOR	$ 65.00/HOUR
SURVEY PARTY CHIEF (plus supplies)	$100.00/HOUR
SURVEY CREW	$ 50.00/HOUR
SURVEY RESEARCH	$ 55.00/HOUR
DRAFTING TECH INTERN	$ 40.00/HOUR
DRAFTING TECH 1	$ 55.00/HOUR
DRAFTING TECH 2	$ 60.00/HOUR
DRAFTING TECH 3	$ 65.00/HOUR
DRAFTING TECH 4	$ 70.00/HOUR
DRAFTING TECH 5	$ 75.00/HOUR
DRAFTING TECH 6	$ 80.00/HOUR
GIS TECH	$ 65.00/HOUR
ADMINISTRATION	$ 55.00/HOUR
CLERICAL / DELIVERY	$ 35.00/HOUR

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.