

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES No. 25

PROJECT NAME: Walsh Road Improvements
PROJECT NUMBER:

CLIENT: City of Mission
CLIENT ADDRESS: 1201 East 8th Street
Mission, Texas 78572
Attention: Juan Pablo Terraza P.E., Assistant City Manager

Hereby requests and authorizes Melden and Hunt, Inc. (MHI) to perform the following services:

SCOPE: Services to be performed by MHI is outlined and further described in “**ATTACHMENT A – Scope of Service**” attached herewith and made a part of this authorization.

COMPENSATION: Compensation to be on a basis of a fixed fee in the amount of \$108,333.00. If the general scope, extent, or character of this authorization is increased through no fault of MHI, the amount of compensation provided herein shall be subject to adjustment in accordance with **Article 9 “Additional Services”** of the attached **PROVISIONS**.

If additional, technical, or professional services are furnished by an outside source, an additional 10% shall be added to the cost of service for administrative costs.

Approved for **MELDEN & HUNT, INC.**

Approved for **CITY OF MISSION**



By: Ruben James De Jesus, P.E.
Title: Vice-President
Date: 3-25-2024

By: Mike Perez
Title: City Manager
Date:

PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CLIENT for MHI to proceed with the work, unless otherwise provided for in the authorization.

2. OUTSIDE SERVICES

When additional, technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MHI's administrative costs, as provided on the previous page for the authorization.

3. COST ESTIMATES

Any cost estimate provided by MHI will be on a basis experience and judgment, but since it has no control over market conditions or bidding procedures MHI cannot warrant or guarantee that bids or ultimate construction costs will not vary from these cost estimates.

4. PROFESSIONAL STANDARDS

MHI shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. MHI makes no other warranty, expressed or implied.

5. TERMINATION

Either CLIENT or MHI may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MHI in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

6. LEGAL EXPENSES

In the event legal action is brought by CLIENT or MHI against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.

7. PAYMENT TO MHI/INTEREST ON PAST DUE AMOUNTS

Monthly invoices will be issued by MHI for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1.5% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MHI, and if such interest exceeds the principal balance of CLIENT's indebtedness to MHI will be returned to the CLIENT. It is the intent of MHI and CLIENT to abide by all applicable laws regulating the maximum amount of interest which may be charged. To the greatest extent allowed by applicable law, CLIENT and MHI agree that in the event CLIENT and MHI enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MHI may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1.5% per month or the highest rate allowed by law, subject, as

provided herein, to MHI agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.

8. LIMITATION OF LIABILITY

MHI's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount not greater than the fee earned under this agreement. No employee or agent of MHI shall have individual liability to the CLIENT.

9. ADDITIONAL SERVICES

Service in addition to those specified in Scope will be provided by MHI if authorized in writing by the CLIENT. Additional service will be paid for by the CLIENT in accordance with "Attachment B – Hourly Rate Schedule" or as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MHI, and which is referenced under Compensation.

10. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the above proposed fee. Sales tax at an applicable rate will be indicated on invoice statements.

11. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the client is informed that any complaints about surveying service may be forwarded to the Texas Board of Professional Land Surveying, 7701 North Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.

12. TERMINATION FOR NON-PAYMENT OF FEES

MHI may terminate this contract by giving written notice if any of MHI's invoices remains unpaid for more than sixty (60) days. MHI's right to terminate this contract shall not be waived by MHI even if MHI continues performance during any period of investigation to determine the reasons for CLIENT's nonpayment.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

13. ACCESS

The CLIENT shall provide MHI safe access to any premises necessary for MHI to provide the services.

ATTACHMENT "A"

SCOPE OF SERVICES

Work on this project is as follows:

PROJECT LOCATION AND LIMITS:

Proposed improvements of Walsh Rd from Perez St to Expressway 83. This project will connect Business 83 and Expressway 83.

PROFESSIONAL SERVICES:

Upon execution of this work authorization, the CLIENT will engage MHI to perform professional engineering services necessary to accomplish the following tasks indicated below.

Task 1: Plans, Specifications, Estimates, Bidding, & Construction Admin

The following scope of work defines the work tasks necessary for MHI 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 the proposed project.

MHI shall prepare detailed Drawings for the construction of the project, using the ENGINEER'S standard engineering approach for design, level of detailing and presentation on the Drawings.

MHI 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.

MHI 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.

MHI shall provide four sets of reproducible Contract Documents to the CLIENT as a Final Submittal.

MHI will perform all work associated with Bid Phase Services.

MHI 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. MHI 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. MHI will provide construction inspection support services during the construction phase of the project.

FEE AND BILLING

MHI will accomplish the services described in Task 1 for a fixed fee basis. Service will be billed on a monthly basis. Additional services will be billed on an hourly rate as defined in Attachment "B".

Task 1 – Improvement Survey	\$17,105.00
Task 2 –Engineering Design, Specifications, Estimates, Bidding, Construction Administration, and As-builts	\$91,228.00
Total	\$108,330.00

ATTACHMENT "B"

Hourly Rate Schedule

Extra services requested of the Engineer by the Owner, for which compensation is not specifically covered elsewhere in this Agreement, shall be furnished by the Engineer at hourly rates and reimbursement for direct non-labor expense and subcontractor expense at invoice cost plus 10% service charge. Fee schedule is as follows:

Position/Title	Fee
Principal	\$150
Senior Project Manager	\$125
Project Manager	\$125
Engineer-in-Training	\$ 90
Senior Design Technician	\$ 80
Senior CADD Technician	\$ 65
Inspector	\$ 65
Survey Crew	\$140
Clerical	\$ 35

Materials	COST Plus
Reimbursables	COST Plus
Travel	At Costs
Printing	Billed Costs
Shipping	Billed Costs