



March 1, 2024  
P35929.002

City of Mission  
1201 E. 8th Street,  
Mission, TX 78572

Attn: Mr. JP Terrazas  
Assistant City Manager

Re: **Fee Proposal for Civil Engineering and Surveying Services for Design of Roadway Hoerner Road, Mission, Texas**

Dear Mr. Terrazas:

We are pleased to submit this proposal for Halff Associates to provide surveying and engineering services for the above referenced site.

We have provided a schedule showing scope of services for each area of work. The fee identified shall be considered lump sum for the project and will not be exceeded without your prior approval. Costs incurred will be carefully monitored during the progress of this project. Our scope of work will include Topo for Design, Civil Design, Project Management, and Construction Administration for the above referenced project. Our services will be invoiced monthly based on a percent of completion of the total of lump sum fees. Reimbursable expenses will be billed separately at 1.10 times the direct cost incurred.

The fees established are based on the information provided by the city. The fees do not include scope revisions or additions once the project is underway. Additional work requested by the Owner will require a revision to the scope and budget established in this proposal. **Please refer to this letter, Schedule I, and The Agreement for Professional Engineering Services On A Defined Scope of Services Basis as a complete scope of services and agreement.**

We trust this proposal is satisfactory and appreciate the opportunity to be of service to you. Work under this proposal will commence immediately upon our receipt of a fully executed agreement. **Your signature is required on the Authorization line below and on the contract and will serve as our notice to proceed with this work.** Please return one copy of the entire agreement signed to me via email and return one original. This will act as our Notice to proceed.

We are excited to be working with you again and look forward to expanding our working relationship in the future.

Respectfully,

Raul Garcia Jr, PE, CFM  
Land Development/ Public Works  
Team Leader

Approved by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

## SCHEDULE I BASIC SURVEY AND CIVIL ENGINEERING SERVICES

**Project Assumptions** – The scope of services for this proposal has been established using the following assumptions as a basis for its preparation.

1. Extension of Hoerner Rd along the west side of Home Depot (approximately 1,100 ft).
2. Water or wastewater lines will be extended along the project roadway.
3. No deceleration or acceleration lanes will be required.
4. Approximately 6 months of construction.
5. City of Mission to handle project bidding with assistance from Halff Associates.
6. ROW acquisition to be provided by the City of Mission.
7. Storm drain to be connected to existing pond at the North end of project.

### Topo for Design

1. This task includes field ties to all surface improvements located onsite, establishing horizontal and vertical control for the project to be utilized by the contractor, and obtaining supplemental site topography required for the design. This does **not** include survey of any subsurface facilities other than wastewater & storm sewer. Existing underground structures or utilities not accessible will be obtained from record drawings and utility locating services.

### Civil Design Services

#### **1. Meeting and Project Coordination**

We will participate in meetings as warranted for submitting civil construction documents for permitting of on-site civil improvements to the appropriate entities having jurisdiction. This includes meetings with client or other specialty consultants, City of Mission, TIRZ Board, Irrigation District, and the Texas Department of Transportation (6 meetings total).

#### **2. Civil Site Improvements Final Engineering Design**

##### **Site Grading Plan and Details**

The grading plan includes the notes and details, including spot elevations and details required to allow construction of the new roadway. *Retaining wall design, if needed, is not included in this scope.*

##### **Onsite Paving and Dimensional Control Plans and Details**

Geometric dimension control and paving details will be provided. Dimension control will provide coordinate geometry, drive widths and radii. The surface paving section to be utilized will follow the recommendations of the project geotechnical consultant. The details will include curbs, road sections, valley gutters and subgrade preparation. Plans include required notes and details for new paving construction up to the existing street location. (*Extensions of any offsite paving from the site are **not** included in this scope.*)

### **On-Site Drainage Area Map and Drainage Plan**

The drainage plan includes determination of site drainage basins, calculation of runoff volumes, layout and sizing of on-site drainage collection system and details required for construction. Storm sewer plan showing elevations and hydraulic flows and capacities will be prepared. Coordinate geometry and layout dimensions will be shown to allow for construction of the drainage facilities. Detention/Retention calculations and design as required by the City and County are included in this fee. Coordination with County and City are included in this scope. *(Extensions of any offsite storm facilities from site, and flood plain reclamation if required by FEMA are **not** included in this scope). This scope does not include the design of any pumping system.*

### **On-Site Water/Wastewater Plan**

This plan will show design and layout of pipe systems required for public domestic water and wastewater lines, and related appurtenances. Sizing for lines will be coordinated with the City. Coordinate geometry and layout dimensions will be provided to allow construction of these facilities. *(This task does not include the design of offsite extensions, new lift station, force main, and offsite easements. Plans requiring a separate construction contract with entities or off-site facilities are **not** included in this task).*

### **Erosion Control Plan**

This task involves preparation of a layout showing the suggested erosion control measures with details and notes required for the Storm Water Pollution Prevention Plan (SWP3). The layout will be utilized by the Contractor for the preparation of a stormwater pollution prevention plan required for compliance with government regulation.

### **Civil Work Specifications**

This task includes preparation of written specification sections for the civil work for the proposed site.

## **Construction Administration**

### **1. Construction Administration Services**

#### **Contractor Submittals**

Halff Associates will review contractor's materials and submittals for civil related improvements and respond to request for information (RFI's).

#### **Construction Observations**

Halff Associates will perform periodic construction observations (8 max) during the construction of the proposed civil improvements. Prepare a site observation record with pictures for the owners use. Upon substantial completion of construction, Halff will provide a final punch list of items requiring attention. If more than eight (8) visits are requested or warranted, these will be made available on an hourly basis.

## **Reimbursable Expenses**

Direct costs include printing and reproduction, postage, messenger service, long distance telephone calls and travel. Reimbursable expenses will be billed separately at 1.1 times the direct cost incurred. Estimated reimbursable expenses shown will not be exceeded without your approval. *This does not include permitting or review fees required by the agencies. These fees will be provided by the owner.*

## **Additional Services**

### **1. Construction Staking**

Halff Associates, Inc. can provide construction staking as required to establish horizontal and vertical control during the construction phase. Construction staking is not included within this scope. Should the owner require construction staking, Halff Associates can provide this service on an hourly basis plus reimbursable items.

### **2. Storm Water Pollution Prevention Plan**

Halff Associates will prepare a Storm Water Pollution Prevention Plan (SWP3) that will comply with TCEQ requirements. The plan will address suggested interim erosion control measures the contractor may utilize during construction. The maintenance of this plan, including site inspections, is not included in this fee. However, these services may be made available on an hourly basis, if requested.

### **3. Easement**

This task includes preparation of an exhibit and legal description (metes and bounds) for an onsite easement as required by the utility company for proposed utilities. This includes survey crew field work required for the easement.

## Fee Summary

TASK	FEE AMOUNT
1. Topo for Design	\$4,500
2. Meeting and Project Coordination	\$8,500
3. Civil Design	\$75,000
4. Construction Administration	\$10,000
<b>Services Total</b>	<b>\$98,000</b>
<b>Reimbursable Expenses</b>	
1. Estimated Reimbursable Expenses	\$1,000
<b>Estimated Reimbursement Total</b>	<b>\$1,000</b>
<b>Additional Services/Fees (if required)</b>	
1. Construction Staking	\$(hourly)
2. Storm Water Pollution Prevention Plan	\$3,500
3. Easement by separate Document (plus 8.25% sales tax)	\$1,800

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax, on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON  
A DEFINED SCOPE OF SERVICES BASIS**

This Agreement for Professional Engineering Services (“Agreement”) is entered into by the **City of Mission** a **Home Rule City** of the State of **Texas** (“Client”), duly authorized to act by the **City Commission** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer (“Engineer”), relative to Engineer providing professional engineering services to Client. Client and Engineer may be collectively referred to as the “Parties” or individually as a “Party”.

**WITNESSETH:**

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

**I. TERM OF AGREEMENT.** This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.

**II. SERVICES TO BE PERFORMED BY ENGINEER.** Engineer shall provide to Client basic engineering services as described in the Scope of Services attachment and fully incorporated herein as “**Exhibit A**” which services may include, but will not be limited to, those services normally rendered by an engineer to a **Home Rule City**. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

**III. COMPENSATION.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer’s receipt of payment(s) from Client is not contingent upon Client’s receipt of payment, funding, reimbursement, or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates.

**IV. CLIENT’S OBLIGATIONS.** Client agrees that it will (i) designate a specific person to act as Client’s representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client, when necessitated by a project, (iii) provide site access, and to provide those services described in the attached Scope of Services, assist Engineer in obtaining access to property necessary for performance of Engineer’s work for Client, (iv) make prompt payments in response to Engineer’s statements and (v) respond in a timely manner to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client’s representatives.

**V. TERMINATION OF WORK.** Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days’ prior written notice. Client agrees that termination of Engineer for Client’s convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer’s services under this Agreement by Client or by another service provider. Following Engineer’s receipt of such termination notice Client shall, within ten (10) calendar days of Client’s receipt of Engineer’s final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer’s receipt of such notice of termination.

**VI. OWNERSHIP OF DOCUMENTS.** Upon Engineer’s completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer’s performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating, and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client

understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Engineer's other activities. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

**VII. NOTICES.** Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

**VIII. SOLE PARTIES AND ENTIRE AGREEMENT.** This Agreement shall not create any rights or benefits to anyone except Client and Engineer and contains the entire Agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

**IX. INSURANCE.** Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing any work for Client.

**X. PROMPT PERFORMANCE BY ENGINEER.** All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of **Texas** applicable to such engineering services contemplated by this Agreement.

**XI. CLIENT OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

**XII. ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Engineer and Client and not for the benefit of any other party (no third party beneficiaries).

**XIII. JURISDICTION AND VENUE.** This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Hidalgo County, Texas**.

**XIV. INTEGRATION, MERGER AND SEVERABILITY.** This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement

supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XV. EXCLUSIVITY OF REMEDIES.** The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

**XVI. TIMELINESS OF PERFORMANCE.** Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

**XVII. DISPUTE RESOLUTION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two (2) meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) calendar days following the initial meeting. Subsequent meetings, if any, may be scheduled upon mutual agreement of the Parties. The Parties agree that these two (2) meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the Parties as such rights relate to statutes of limitation or repose.

**XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF CLIENT'S PROJECT IS OMITTED FROM ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, ENGINEER WILL BE RESPONSIBLE, IF AT ALL, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT THE CONTRACTOR PROVIDED UNIT PRICING, CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.**

**IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.**

**SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM ENGINEER'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.**



**XIX. AGREED REMEDIES**

**A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONSULTANT/SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.**

**C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.**

**D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) THREE (3) YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.**

**E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.**

**XX. WAIVER.** Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**XXI. SIGNATORIES.** Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HALFF ASSOCIATES, INC.**

**CLIENT: CITY OF MISSION**

By:   
\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Raul Garcia, Jr., PE, CFM  
Printed Name

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

Land Development/Public Works  
Team Leader  
Title

\_\_\_\_\_  
Title

03/01/2024  
Date

\_\_\_\_\_  
Date