MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made by and between Halff Associates, Inc., a Texas corporation (herein sometimes referred to as "Halff") with an address at 1201 N. Bowser, Richardson, TX 75081 and the Town of Addison, Texas with an address at 16801 Westgrove Drive, Addison, Texas 75001 (herein sometimes referred to as "Client") (Halff and Client are sometimes referred to herein together as the "parties" and individually as a "party").

Recitals:

1. Halff is engaged in the business of providing various types of professional work and services, including engineering, architecture, landscape architecture, surveying, and other professional work and services identified generally in Exhibit A attached hereto and incorporated herein.

2. From time to time, Client has a need for the work and services that Halff provides, and may request Halff to provide one or more of the work and services identified in Exhibit A. As set forth in this Agreement, any such request will be made in writing to Halff, and the specific work and services to be provided by Halff pursuant to such request will be described in an instrument entitled "Work Authorization," the form of which is attached to this Agreement as Exhibit A-1.

3. In anticipation of the parties' agreeing to one or more Work Authorizations, Halff and Client desire by this Agreement to set forth certain of the terms, conditions and provisions that will govern Work Authorizations.

NOW, THEREFORE, for and in consideration of the above and foregoing Recitals, the benefits flowing to the parties, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, Halff Associates, Inc. and the Town of Addison, Texas do contract and agree as follows:

Section 1. Work Authorizations and Scope of Services. As set forth in the Recitals, this Agreement anticipates the execution of one or more written Work Authorizations (see Exhibit A-1, Sample Work Authorization) and sets forth the terms and conditions pursuant to which Halff will provide Client the work and services (referred to herein as the "Services") specified herein and in each Work Authorization. Each Work Authorization shall specify the scope of Services to be performed, a general description of Client's project for which the Services are to be provided (the "Project"), the time period for performance, the agreed-upon fees, and any additional provisions applicable to such Services.

Halff shall serve as Client's design professional representative for each Work Authorization, providing professional services, consultation and advice with respect thereto. Halff's Services consist of that work and services performed by Halff and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants as more specifically defined in the individual Work Authorizations.

Halff shall not begin work on any Services until Client directs Halff in writing to proceed.

Section 2. Performance of Services; Standard of Care.

A. Halff will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of Halff's profession then providing similar services and practicing in the same locality, under similar conditions and at the date the Services are provided.

B. If included in a Work Authorization, the Services during construction of a Project for which the Services were provided will be limited to observation and testing of construction operations, except as may otherwise be set forth in the Work Authorization. Halff will not be responsible for constant or exhaustive inspection of the Project construction work, the means and methods of construction or the safety procedures employed by others.

C. Notwithstanding the foregoing or any other provision of this Agreement or any Work Authorization:

1. Halff represents and warrants that it is authorized by the State of Texas, as may be required by applicable law, rule, or regulation, to practice and provide the Services set forth in this Agreement and that any necessary licenses, permits or other authorization to perform such Services have been acquired as required by such law, rule, or regulation.

2. Halff and Client agree and acknowledge that Client is entering into this Agreement in reliance on Halff's professional abilities with respect to performing the Services described herein and in any Work Authorization.

3. Halff agrees to use its professional skill, judgment and abilities in the performance of the Services hereunder and shall abide by the standard of professional ethics and use the skill, care, and diligence commensurate with the requirements of its profession as is used by reputable members of its profession currently performing the same services in the Dallas, Texas metroplex area under similar conditions.

4. Halff shall perform the Services in accordance with all applicable laws, statutes, ordinances, regulations, codes and rules of any federal, state or local governmental entity, including the Town of Addison, or agency having jurisdiction over any matter related to this Agreement or any Project for which the Services are being provided by Halff, and in accordance with the standard of care set forth herein. Additionally, Halff agrees to perform its Services in a manner consistent with those standards, policies and orders that are applicable to the Services and which are timely provided to Halff, in writing, by Client, it being understood and agreed that Halff would not necessarily have such knowledge without same being provided by Client.

D. Halff shall perform all Services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such Services consistent with the standards set forth herein and shall cause all subcontracted Services to be similarly undertaken and performed. Halff agrees to perform its Services in accordance and a manner consistent with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Halff shall re-perform and otherwise remedy any Services provided by or for Halff (including any subcontracted Services) not meeting or satisfying the standard of care set forth herein without additional compensation.

E. Notwithstanding Client's review, approval or acceptance of any Services, and including any drawings, plans, documents, designs, materials, reports, proposals, records, specifications, deliverables, or any other instruments representing Halff's professional services prepared by or for Halff under or in connection with this Agreement (collectively, "Drawings"), Halff represents that such Services, including any Drawings shall be performed and provided in a manner consistent with the standard of care identified above.

Approval or acceptance by Client of any Services provided by or for Halff, and including any Drawings, shall not constitute nor be deemed a release of the responsibility and liability of Halff, its owners, officers, managers, employees, subcontractors, and consultants for the accuracy and competency of the same (and Halff shall be and remain liable to Client for damages caused by Halff's negligent or intentionally wrongful performance, acts or omissions, or willful misconduct, under this Agreement), nor shall such approval or acceptance be deemed to be an assumption of or an indemnification for such responsibility or liability by Client, including for any defect, error or omission in the same, it being understood that Client at all times is relying on Halff's skill and knowledge in preparing and providing the Services, including Drawings. Halff shall be wholly and solely responsible for the Services provided by any owner, officer, manager, employee, representative, agent, contractor or subcontractor of Halff.

F. Except for Halff's contractors and subcontractors, Halff has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, therefore, Halff's opinion of probable construction costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a professional engineer (or architect or other professional providing service to Client, as the case may be). Halff does not guarantee that proposals, bids, or actual project costs will not vary from Halff's cost estimates (opinions of probable construction cost) or that actual schedules will not vary from Halff's projected schedules. Halff agrees to promptly advise Client if it is or becomes aware or is provided with actual knowledge that construction or other costs may exceed the latest approved Project budget. If Halff is or becomes aware of the same, or such information is provided to Halff, it agrees to assist Client by making recommendations for corrective action.

G. Except as set forth in this Agreement and in any Work Authorization, Halff makes no other representation, guarantee, or warranty, express or implied, regarding the Services, communication (oral or written), report, opinion, or instrument of service provided under this Agreement.

Section 3. Halff's Responsibilities.

Notwithstanding any other provision of this Agreement, Halff will perform the Services as an independent contractor and shall not act as or be construed to be, and none of its owners, officers, employees, representatives, agents, contractors, or subcontractors shall act as or be construed to be, an agent or employee of Client, and nothing in this Agreement or any Work Authorization is intended to nor shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the parties hereto or to allow Client to exercise discretion or control over the professional manner in which Halff performs the Services which are the subject matter of this Agreement. Halff shall be solely responsible for the conduct of its own employees and for any of its employees' compensation, benefits, contributions, and payroll taxes. Halff shall be wholly and solely responsible for any work or services provided by any

owner, officer, employee, agent, representative, contractor or subcontractor of Halff. Halff will (i) provide qualified staff to perform the Services specified in any Work Authorization; (ii) maintain records of site activities and costs for each Project for which Halff provides Services to Client for a period of four (4) years from completion of Halff's Services; (iii) work, to the extent reasonably possible, in coordination with Client's employees, contractors, consultants and other site staff so as not to impede the progress of a Project; and (iv) require its personnel to maintain a safe, clean and orderly work environment.

Halff shall be responsible for the professional quality, technical accuracy, and the coordination of all Drawings all work and Services furnished by, for, or on behalf of Halff under this Agreement.

Section 4. Term and Termination.

A. Term. The term of this Agreement shall commence on the date of execution of this Agreement, and shall continue in effect for a period of one (1) year thereafter (the "Initial Term"), or until terminated by either party as provided herein. Following the Initial Term and unless Client notifies Halff at least 30 days prior to the end of the Initial Term or any Renewal Term that Client is electing not to renew this Agreement (the "Non-Renewal Notice"), and subject to the termination provisions of this Agreement, this Agreement shall automatically renew for an additional one (1) year period and thereafter will automatically renew on each one year anniversary date for successive one (1) year periods, not to exceed three in number (so that, after the Initial Term, this Agreement will automatically renew for a total of four (4) successive one year periods, subject, however, to the Client's election to not renew this Agreement by giving Halff a Non-Renewal Notice, and to the termination provisions hereof) (each such successive one year period following the Initial Term being a "Renewal Term"). Each Renewal Term shall be on the same and subject to the terms, provisions, and conditions of this Agreement.

B. Termination for Convenience. This Agreement and/or any Work Authorization may be suspended or terminated at any time and for any (or no) reason by Client, in Client's sole discretion, by Client giving to Halff written notice of such suspension or termination, with such suspension or termination to be effective thirty (30) days after Halff's receipt of such notice or as may otherwise be described in such notice. In the event of such suspension or termination by Client, Halff shall have no recourse against Client except for payment of the Services of Halff performed hereunder in accordance with and subject to the terms, conditions, and provisions of this Agreement and for which Halff has not been paid.

C. Termination for Cause. Either party may terminate this Agreement (and any Work Authorization) if the other party breaches this Agreement (or Work Authorization, as the case may be) and (i) such breach remains uncured for a period of ten (10) days after notice thereof (which notice shall specifically identify the breach) is received by the breaching party, or (ii) if the breach cannot with diligence be cured within the said ten (10) day period, if within such ten (10) day period the breaching party provides the non-breaching party written notice of the curative measures which it proposes to undertake which are acceptable to the non-breaching party, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity, but in any event not to exceed twenty (20) days following the occurrence of the breach.

D. Client shall compensate Halff for all Services properly performed by Halff under this Agreement and in accordance with the terms, conditions, and provisions hereof through the date of any termination. Upon the termination of this Agreement and any Work Authorization for any reason, Halff shall cause to be promptly delivered to Client a copy of all of Drawings (whether completed or partially completed) prepared by or for Halff in connection with this Agreement (and/or any Work Authorization). Upon termination of this Agreement for any reason, if Client has compensated Halff for Services not yet performed, Halff shall promptly return such compensation to Client.

Section 5. Compensation.

A. Halff shall be compensated for its Services either on a (i) time-and-materials basis with a not to exceed amount, (ii) fixed-price basis, or (iii) any other method, as mutually agreed upon and as specified in each Work Authorization.

B. Halff shall submit its invoices for Services rendered to Client monthly, which invoices shall be in form and content satisfactory to Client. Each invoice shall be accompanied by such documentation as Client may reasonably require to verify the accuracy of the invoice, including (i) identification of the personnel of Halff providing Services, the number of hours (or portion thereof) of Services provided by each such person, and the then current hourly billing rates for each such person, (ii) an itemized statement of reimbursable costs incurred (if any) and copies of any receipts or other documentation in support thereof, and (iii) the sum of all prior payments under this Agreement and any Work Authorization. Notwithstanding any terms to the contrary, Client agrees that Services performed on a fixed-price basis, including but not necessarily limited to a lump sum basis, shall not require Halff to submit those items listed in subitem (i) above. Halff shall not be entitled to any compensation for any Services not actually performed or for any lost profits as a result of any abandonment, termination, or suspension of any Services by Client. Except for any amount included in the invoice that Client may dispute in writing and subject to the terms, conditions and provisions of this Agreement, Client will pay Halff within thirty (30) days after the date of Client's receipt of Halff's invoice, and interest on an overdue payment may be charged to Client in accordance with Chapter 2251, Tex. Gov. Code. Interest on amounts that are past due shall be computed from the date the payment becomes overdue. Any provision hereof to the contrary notwithstanding, Client shall not be obligated to make payment to Halff hereunder if:

1. Halff is in default of any of its obligations under this Agreement, any Work Authorization, or any other documents in connection with a Project (and payment may be withheld to the extent of any such default);

2. Any part of such payment is attributable to any Services of Halff which are not performed in accordance with this Agreement and/or any applicable Work Authorization;

3. Halff has failed to make payment promptly to subcontractors or consultants or other third parties used by Halff in connection with Halff's Services hereunder for which the Client has made payment to Halff; or

4. If Client, in its good faith judgment and after consultation with Halff, determines that the portion of the compensation then remaining unpaid will not be sufficient

to complete the Halff's Services under this Agreement and/or any Work Authorization, no additional payments will made to Halff hereunder unless and until Halff performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by Client to be sufficient to complete the Halff's Services.

D. Halff shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. With at least seven (7) days notice to Halff, Client and Client's representatives shall be afforded reasonable access to Halff's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, memoranda, and other data relating to this Agreement during normal business hours at its Richardson, Texas office set forth above in order to audit or inspect the same. Halff shall preserve all such related documentation for a period of five (5) years after final payment is made to Halff.

Section 6. Insurance. At all times in connection with this Agreement, Halff shall purchase, provide and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

A. Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($2,000,000 products/ completed operations aggregate) and contractual liability (including any indemnity obligations set forth in this Agreement). Coverage for products/completed operations must be maintained for at least two (2) years after the Services have been completed.

B. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

C. Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

D. Professional Liability coverage at minimum limits of $5,000,000 covering claims resulting from acts, errors and omissions in the performance of professional services. A separate per project policy limit is to apply to the Services. This coverage must be maintained for at least four (4) years after any project for which professional services are provided is finally completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and during the four year period thereafter described herein.

With reference to the foregoing insurance, Halff shall specifically endorse applicable insurance policies as follows:

A. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

B. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

C. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.

D. All insurance policies shall be endorsed to require the insurer to notify the Town of Addison Texas at least 30 days prior to any material change in the insurance coverage.

E. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least 30 days notice prior to cancellation or non-renewal of the insurance.

F. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

G. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

H. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance, satisfactory to Client, shall be prepared and executed by the insurance company or its authorized agent, delivered to Client simultaneously with the delivery of this fully executed Agreement (and updated as needed at least two weeks prior to the expiration of any applicable required coverage), and shall contain provisions representing and warranting the following:

A. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.

B. Shall specifically set forth the notice-of-cancellation and termination provisions to the Town of Addison, Texas.

Upon request, Consultant shall furnish the Client with complete copies of all insurance policies certified to be true and correct by the insurance carrier. Client reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by Client.

Section 7. Changes. Client or Halff may request changes to the scope of Services by altering, adding to, or deleting from the Services to be performed by Halff. If a change is requested, the parties agree to reasonably negotiate in good faith to determine changes in scope, any needed equitable adjustment to the price and time for performance of the affected Work Authorization, and if mutually agreed upon by the parties, to execute an amended Work Authorization.

Section 8. Force Majeure. Neither Halff nor Client is liable one to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party; in such event, the party obligated to perform shall give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay.

Section 9. Instruments of Service.

A. All Drawings shall be, belong to, and remain the sole property of Client for Client's exclusive use or re-use at any time without further compensation and without any restrictions. Without limiting the foregoing or any other provision of this Agreement, Client shall have the right to use the same for the purpose of completing the Project for which the Drawings were prepared. Should Client use the same for modifications or extensions of the Project for which the Drawings were prepared or on any other project without Halff's written consent to such use, Client does so at its own risk. At the time of completion of a Project, upon completion of the Services of Halff, at the time of any earlier termination of this Agreement, or at any time at the request of Client, Halff shall promptly provide all such Drawings to Client. Provided, however, Halff shall not be liable for any errors or omissions contained in any Drawings which are incomplete as a result of a suspension or termination where Halff is unable, because of such suspension or termination, to complete such Drawings.

B. Halff agrees to and does hereby grant and assign to Client all intellectual property rights (whether copyright or otherwise) in and to all Drawings in which Halff may have a copyright or other intellectual property interest, and to all Drawings as to which Halff may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Without limiting any other provision of this Agreement, Halff represents, to the best of its information, knowledge and belief that Client's use of such Drawings will not infringe upon any third parties' rights.

C. Notwithstanding any term or terms to the contrary, it is understood and agreed by the parties that nothing contained herein is intended to convey any intellectual property or any other rights to software, hardware or other tangible or intangible property that may be owned by others.

Section 10. Client's Responsibilities. Client agrees to convey and discuss with Halff all available material, data, and information possessed by Client pertaining to the Services, including, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site or Project.

Section 11. Halff's Indemnity Obligation.

A. **In consideration of the granting of this Agreement and notwithstanding any other provision of this Agreement, Halff agrees to INDEMNIFY and HOLD HARMLESS**

Client and Client's elected and appointed officials, its officers, employees, agents, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, "Client Persons" and each being a "Client Person"), from and against any and all damages, including but not limited to damages for, related to, or arising out of injuries (including but not limited to death), losses, expenses, liability, penalties, proceedings, judgments, actions, demands, causes of action, suits, harm, and costs (including reasonable attorneys' fees and costs of defense), made upon or incurred by Client or by any other Client Persons directly or indirectly (collectively, "Claims"), that are caused by or result from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Halff or by Halff's employee, or Halff's agent, consultant under contract, or another entity over which Halff exercises control (Halff's employee, agent, consultant under contract, or such other entity being, collectively, "Halff Persons").

SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR INTENTIONAL TORT OF AN ADDISON PERSON. However, when Claims arise out of the co-negligence or other co-liability of Client or other Client Person and Halff or any Halff Persons, Halff's liability under this Article shall be reduced by that portion of the total amount of the Claims (excluding attorneys' fees and costs incurred in defense of Claims) equal to Client Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence or other liability. Likewise, in such instance, Halff's liability for Client Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Client Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence or other liability.

B. The provisions in the foregoing subsection A. of this Section 11 are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect (including, without limitation, for violating Section 271.904(a), Tex. Loc. Gov. Code, or Section 130.002(b), Tex. Civ. Prac. & Rem. Code), such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and the provisions of subsection A. of this Section 11 shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement.

C. Halff shall promptly advise Client in writing of any claim or demand against Client or any other Client Person, Halff, or Halff Person arising out of Halff's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Halff's sole cost and expense. Client Persons shall have the right, at Client Persons' option and at own expense, to participate in such defense without relieving Halff of any of its obligations hereunder. The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

Section 12. No Control of Means or Methods of Others. Halff will not have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's separate contractors in connection with a Project for which Halff provides Services. Halff's Services do not include any

construction site safety obligations required for a Project by any applicable government code or regulation.

Section 13. Site Access. Client shall, as may be reasonably requested by Halff for the successful and timely completion of Services, provide Halff access to a Project construction site which is the subject of the Services, including third party sites (but only if Client is reasonably able (as determined by Client) to obtain such access), if required; provided, however, Halff shall make its best efforts to coordinate all of its Services so as not to interfere with any of Client's or a construction contractor's operations at a Project construction site.

Section 14. Assignment, Subcontracts. This Agreement does not create any right or benefit to anyone other than Client and Halff, and this Agreement shall not be assigned, transferred, subcontracted, or otherwise conveyed by either party hereto without the prior written approval of the other party. No assignment, transfer, subcontract, or other conveyance will release or discharge Halff from any duty or responsibility under this Agreement and any Work Authorization.

Section 15. Non-Waiver. Failure of either Party hereto, at any time, to enforce a provision of this Agreement shall in no way or event constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either Party thereafter to enforce each and every provision hereof. No term or provision of this Agreement shall be deemed waived or any breached excused unless the waiver or excusing of the breach shall be in writing and signed by the party claimed to have waived or excused. Further, any consent to or waiver of a breach shall not constitute consent to or waiver of or excuse of any other different or subsequent breach.

Section 18. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, the Parties agree to seek to negotiate the insertion of a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible, with the intent that such added provision is legal, valid and enforceable.

Section 19. Governing Law; Venue. This Agreement and any Work Authorization shall be governed and construed in accordance with the laws of the State of Texas, without reference to choice of laws rules of any jurisdiction. Venue for any action, lawsuit, or proceeding under or in connect with this Agreement shall lie exclusively in Dallas County, Texas.

Section 20. Miscellaneous.

(a) *Notices.* For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally

or if sent by Federal Express or other nationally recognized carrier; or seventy-two (72) hours after deposit if sent by certified mail.

Addresses for notices and communications are as follows:

To Halff:	To Client:
Halff Associates, Inc. 1201 N. Bowser Richardson, TX 75081	Town of Addison, Texas 5300 Belt Line Road Dallas, Texas 75254
Attn: Walter Skipwith, P.E.	Attn: City Manager

From time to time either party may designate another address within the State of Texas for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

(b) *Conflict of Interest.* Halff covenants and represents that Halff, its owners, officers, employees, and representatives will to the best of their knowledge have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required in connection with any project for which Halff's Services are provided.

(c) *Survival.* Any claims, rights and remedies either party may have with respect to the other arising out of this Agreement and any Work Authorization and the performance thereof shall survive the cancellation, expiration or termination of this Agreement.

(d) *Authorized Signatories.* The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(e) *Construction of Terms.* For purposes of this Agreement, (i) "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded, and (ii) "day" or "days" means calendar days. The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

(f) *Rights and Remedies Cumulative.* The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.

(g) *No Third Party Benefits.* This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

(h) *Confidentiality.* Halff shall not divulge or release any information concerning its Services or this Agreement to the public or any third party without Client's prior written consent.

(i) *Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Client, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(j) *Recitals; Exhibits.* The Recitals to this Agreement are incorporated into this Agreement and made a part hereof for all purposes. All appendices and exhibits to this Agreement referenced in this Agreement are incorporated herein by reference and made a part hereof for all purposes wherever reference is made to the same.

(j) *Entire Agreement.* The terms and conditions set forth herein, including any associated Work Authorizations, constitute the entire understanding and agreement of both parties with respect to the Services and to a Project for which such Services are being provided. Any amendment or revision to this Agreement shall be in writing and signed by an authorized representative from each party. Any oral modification or revision of this Agreement or any Work Authorization shall not operate to modify this Agreement or any Work Authorization.

In witness whereof, Halff and Client have caused this Agreement to be executed by their respective duly-authorized representatives as of this 5 day of February, 2014.

HALFF ASSOCIATES, INC.

By: Walter E. Skipwith

Typed name: Walter E. Skipwith

Title: Chairman

Date of signing: 1/13/2014

TOWN OF ADDISON, TEXAS

By: Ron Whitehead

Ron Whitehead, City Manager

Date of signing: 2/5/14

Exhibit A

WORK AUTHORIZATION FORMAT AND REQUIREMENTS

a. CITY may, from time to time, request CONSULTANT to perform work or render services hereunder ("Work"), including, without limitation, the following types of work and services:
   - Professional Services, including Engineering, Architecture and miscellaneous consulting;
   - Landscape Architecture;
   - Survey;
   - Right of Way Acquisition;
   - Geographic Information Systems (GIS);
   - Other professional services.

b. CITY may submit its request(s) for Work to CONSULTANT in the form of a job order in a format similar to that provided in Exhibit A-1 attached or as mutually agreed upon by the parties to this Agreement. Upon CONSULTANT's acceptance of a job order, CONSULTANT shall commence the Work at the time specified by CITY and continue to diligently perform the Work without delay, in a safe and proper manner consistent with those services performed by similarly licensed and experience professional service CONSULTANTs, in strict conformity with the requirements contained in the job order. Each job order, and the Work to be performed thereunder, shall be governed by and subject to the terms and conditions of this Contract, regardless of whether this Contract is specifically referenced in such job order.

c. CONSULTANT agrees to use its best diligent efforts to comply with the schedule requirements set forth and agreed for each project.

d. Except as expressly and specifically permitted herein, in the event that any conflict exists between the provisions of this Contract and terms and conditions set forth in any job order, statement, purchase order, invoice, published rate schedule, delivery ticket or other type of memorandum, whether written or oral, between CITY and CONSULTANT pertaining to the subject matter hereof, the provisions of the Contract shall govern and control notwithstanding any provision to the contrary that may be contained in any such other instrument or agreement.

CONSULTANT's Work Authorizations shall be numbered sequentially using the sequence number in the name. For example, if the first Work Authorization under this Agreement and this Exhibit A, includes surveying and stream modeling, the applicable Work Authorization Number would be as follows:

Example: Work Authorization No. 1 – Surveying and Stream Modeling.

This nomenclature will allow the parties to see at a glance that this Work Authorization is the first Work Authorization of the project (i.e. 1) with a brief description of the services.

Exhibit A-1

WORK AUTHORIZATION CONFIRMATION

Work Authorization Number __ :–

To:	Town of Addison – Attn: Lisa Pyles	**Date:**	
From:	Walter E. Skipwith, P.E., D.WRE	**AVO:**	29751
Email:	wskipwith@halff.com	**Project:**	MASTER SERVICES AGREEMENT (MSA) BETWEEN THE TOWN OF ADDISON AND HALFF ASSOCIATES, INC. FOR PROFESSIONAL SERVICES DATED _____.

As requested, Halff Associates is pleased to propose engineering and related services for Engineering for _____. A detailed Scope of Services is included as Attachment 1.

It is estimated that these services can be accomplished for a lump sum fee of $ _____ within a proposed completion time of _____, not including review time by the Town, its consultant, or permitting authorities. A detailed fee schedule is included as Attachment 2. Details of the project schedule are included as Attachment 3.

If this proposal meets with your approval, please sign below and return (1) copy to Halff Associates. Unless otherwise instructed in writing, the receipt of a fully executed Work Authorization will constitute approval of Work Authorization scope, fees and schedule and will serve as Halff's notice to proceed with the services described herein.

By: Lisa A. Pyles
(Print name)

Title: Director - Infrastructure Operations and Services

Signature: _____

Date: _____

☒ Attachment 1 – Scope of Services
☒ Attachment 2 – Fee Schedule
☒ Attachment 3 – Project Schedule
☒ Attachment 4 – Project Location

SIGNED: _____

COPIES:

☒ File ☐ Owner ☐ Contractor ☐ Other: