

CONTRACT FOR SERVICES

This contract is made this <u>23</u> day of <u>October</u>, <u>2015</u>, by and between <u>LNV</u>, <u>Inc.</u> of 6010 McPherson, Suite 110, Laredo, Webb County, Texas 78041 hereinafter referred to as **Provider**, and **Webb County**, of 1000 Houston St., Laredo, Texas 78040 hereinafter referred to as **Client**.

Provider hereby agrees to perform the following Engineering services for **Client**. **Refer to attached General Terms and Conditions for all contractual stipulations.**

SCOPE OF WORK Rio Bravo Regional Surface Water Treatment Plant Ultra Violet (UV) Disinfection System

PROJECT DESCRIPTION:

The Provider shall prepare plans and specification for the new Ultra Violet (UV) System to be installed at the Rio Bravo Water Treatment Plant. The UV System shall be designed in accordance with Texas Commission of Environmental Quality (TCEQ) requirements and stipulations in conjunction with data, records and other pertinent design information provided by the Client.

Services provided shall include coordination with TCEQ, UV System Design, Concentration Time (CT) Study and Monitoring Plan modifications, one (1) standard operating procedure (SOP) for "off-spec water", and Construction Administration. Summaries of the professional engineering services and associated fees to be delivered by the provider are tabulated below.

DESIGN PHASE		
Plans and Specifications	\$44,400	
CT Study and Monitoring Plan Modifications	\$3,000	
UV System Hydraulic Analysis	\$2,800	
TCEQ Coordination	\$3,500	
Standard Operating Procedure – (Off-Spec Water)	\$7,800	
Design Phase Subtotal	\$61,500	
CONSTRUCTION PHASE		
Construction Administration	\$8,500	
TCEQ Coordination	\$2,000	
Construction Phase Subtotal	\$10,500	
PROJECT TOTAL	\$72,000	

Provider shall perform said service and all acts attendant thereto with a reasonable standard of care. Provider shall not be held to a higher standard of care unless specifically agreed to by the parties and said agreement is spelled out herein as a condition of this contract.

All invoicing will be submitted on a monthly basis based on percent of completion. Payments not received within thirty (30) days of the date of invoice will cause interest at the rate of 1.5% per month to accrue on any outstanding balance. All other conditions apply as stipulated on attached **General Terms and Conditions**.

Provider shall provide at his sole expense any and all equipment, tools, and any other thing, including employees, subcontractors, or other such assistance, necessary to the performance by him of the above-described service except for the following:

This writing constitutes the full agreement of the parties and no oral statements or other writings shall be construed to be a part of this contract, executed by the parties. The **CLIENT** agrees that **PROVIDER'S** liability is limited to **PROVIDER'S** fee for this project or \$50,000 whichever is less.



IN WITNESS WHEREOF, we have executed this contract on the date written above.

Consultant:	
Ham Syendelor	
Dan S. Leyendecker, P.E., President	
LNV Inc.	
Owner:	
TANO TIJERINA	LUIC DEDEZ CADOLA DE CEM
Webb County Judge	LUIS PEREZ GARCIA, P.E., C.F.M Webb County Engineer
Date:	Date:
Date.	Date.
ATTEST:	APPROVED AS TO FORM:
MARGIE RAMIREZ IBARRA	MARCO A. MONTEMAYOR
Webb County Clerk	Webb County Attorney
Date:	Date: