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January 27, 2017

Mr. Adrian Montemayor  
Systems Manager  
Webb County Water Utilities  
513 Martha Drive  
Rio Bravo, TX 78046

Re: Fee Proposal for Rio Bravo Water Treatment Plant Solids Handling Implementation Project

Dear Mr. Montemayor:

LNV is pleased to present the Webb County Water Utilities (**CLIENT**) with the following proposal for consulting and professional services desired for the Rio Bravo Water Treatment Plant Solids Handling Project.

It is LNV's project understanding that the **CLIENT** is interested in providing a mechanical dewatering system as a permanent means to de-water the lagoons at the Rio Bravo Water Treatment Plant.

Thank you for the opportunity to present this proposal. If you have any questions or comments about this proposal, please feel free to contact me at 956-462-5511 or at danl@lvinc.com.

For authorization to proceed, please sign and return the attached Contract for Services.

Sincerely,  
LNV, Inc.  
TBPE Firm No. F-366

Dan S. Leyendecker, P.E  
President

Enclosures:      Contract for Service  
                         General Terms and Conditions  
                         Schedule of Hourly Charges

## CONTRACT FOR SERVICES

This contract is made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between *LNV, Inc.* of 6010 McPherson Road, Suite 110, Laredo, Texas 78041 hereinafter referred to as **PROVIDER** and Webb County of 513 Martha Drive, Rio Bravo, Texas 78046 hereinafter referred to as **CLIENT**.

**Provider** hereby agrees to perform the following Engineering services for **CLIENT**:

### SCOPE OF WORK Civil Engineering Services

#### SCOPE OF SERVICES:

LNV will provide engineering services consisting of the evaluation of 3 solids handling alternatives based on economical and technical parameters.

The scope of services is divided into the following tasks:

#### **Task 1: Data Gathering/Project Coordination**

1. Conduct a project kickoff meeting with the **CLIENT** and establish the project data needs, schedule, and clarification and definition of intent and execution of the Project.
2. Gather information, documentation and data relevant for a solids handling design including quantity and quality of sludge.
3. Establish evaluation criteria that ensure a systematic recommendation of an alternative that satisfies the critical needs of the **CLIENT**.

#### **Task 2: Engineering Report**

1. Evaluation of mechanical dewatering systems to include:
  - a. Evaluation of existing processes.
  - b. Analysis of sludge.
    - i. Determine sludge production rates.
    - ii. Identify sludge characteristics.
  - c. Evaluation of 3 sludge dewatering methods.
    - i. Develop evaluation matrix based on the categories established during the Project Coordination Phase.
    - ii. Example of Evaluation Criteria includes:
      1. System Reliability
      2. Space Requirements (System Footprint)
      3. Complexity of Equipment (Moving Parts)
      4. Operation and Maintenance Requirements
      5. Chemical Requirements
      6. Personnel Requirements

7. Energy Consumption
8. Total System Implementation Costs
- d. Recommendation of dewatering method.
- e. Synopsis of design requirements.
  - i. Engineering design basis,
  - ii. Presentation of factors or parameters that will or may impact the design,
  - iii. Identification of needed additional services,
  - iv. Evaluation of staffing requirements,
  - v. Identification of needed permits,
  - vi. Preliminary layout exhibits,
  - vii. Identification of site requirements,
  - viii. Preliminary details of construction of critical elements,
  - ix. Identification of materials and methods for construction,
  - x. Identification of design and construction requirements, and
  - xi. Identification of potential constructability issues.
- f. Estimated project implementation schedule.
- g. Estimated Costs
  - i. Construction Costs
  - ii. Administration Costs
  - iii. Operating Costs
  - iv. Life Cycle
2. Engineering Letter Report at 60% completion stage
  - a. Submit 60% Draft Report to the CLIENT for review and approval.
3. Engineering Letter Report at 100% completion stage
  - a. Submit 100% Final Report to the CLIENT for review and approval.

**Task 3: Project Implementation - TBD**

1. Prepare Plans and Specifications

**Task 4: Regulatory Compliance/Coordination- TBD**

1. Prepare submittal package in adherence to regulations.
2. Communication with regulatory committees.

**Task 5: Bid Phase Services- TBD**

1. Assist CLIENT with bidding process with contractor/s.
2. Prepare addendums if required and assist CLIENT with receipt of bids.

**Task 6: Construction Phase Services- TBD**

1. Attend pre-construction meeting.
2. Respond to Contractor questions.

3. Provide periodic construction observation site visits at intervals appropriate to the work progress to assure that construction is in accordance with the construction documents.
4. Issue supplemental instructions if/as required.
5. Conduct pre-final and final inspection providing “punch list” of deficiencies.
6. Review/certification of all contractor applications for payment on a monthly basis, and review/certify Contractor’s final application for payment with project completion acceptance.
7. Assistance to CLIENT staff during commissioning of newly installed equipment.
8. Project close-out.

**ADDITIONAL SERVICES:**

**Task 7: Jar Testing/Sampling- TBD**

1. Conduct testing to determine sludge quantities.

**Task 8: Electrical Design/Instrumentation- TBD**

**Task 9: Structural Design- TBD**

**Task 10: Geotechnical Investigation- TBD**

**Task 11: Environmental Investigation- TBD**

Note: The Structural Design, Mechanical/Electrical/Plumbing Design, Geotechnical Investigation Requirements will be better determined once the alternative has been chosen by the CLIENT.

**ITEMS TO BE PROVIDED BY CLIENT:**

LNV will require information regarding Rio Bravo WTP. Such items include, but are not limited to the following:

1. Record drawings/information of existing facilities, and utilities (as available from CLIENT files).
2. The preliminary budget, specifying the funds available for construction.
3. Aerial photography for the Project area.
4. Through separate contract, related GIS mapping for existing facilities.
5. A copy of existing studies and plans (as available from CLIENT files).
6. Field location of existing city utilities.
7. Provide applicable Master Plans.
8. All fees for reviews and/or inspections from Regulatory Agencies.
9. All printing and reproduction cost (through CLIENT approved vendor).

**DELIVERABLES:**

LNV will submit one (1) copy in an approved electronic format and three (3) hard copies of the Engineering Letter Report to CLIENT for discussion regarding the next steps for designing and constructing improvements for sludge handling.

**SCHEDULE:**

Provider shall perform said service and 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 to this contract.

**PROVIDER** is authorized to commence work on the Project upon execution of this **CONTRACT FOR SERVICES** and agrees to complete the services in accordance with the following schedule:

Task 01: Data Gathering & Project Coordination:	14 Days following written notice to proceed (NTP) from <b>CLIENT</b>
Task 02: Engineering Report	
60% Submittal	40 Days following completion of Task 1
100% Submittal	20 Days following 60% submittal
Task 03: Project Implementation	TBD
Task 04: Regulatory Compliance/Coordination	TBD
Task 05: Bid Phase Service	TBD
Task 06: Construction Phase Service	TBD

LNV proposes to perform the above-listed *Scope of Work* items for the following lump sum fees:

<b>Basic Services</b>	
Task 01: Data Gathering & Project Coordination	\$ 2,840
Task 02: Engineering Report	\$ 25,160
Task 03: Project Implementation	TBD
Task 04: Regulatory Compliance/Coordination	TBD
Task 05: Bid Phase Services	TBD
Task 06: Construction Phase Services	TBD
<b>Sub-Total Basic Services:</b>	<b>\$ 28,000</b>
<b>Additional Services</b>	
Task 07: Jar Testing/Sampling	TBD
Task 08: Electrical	TBD
Task 09: Structural Design	TBD
Task 10: Geotechnical Investigation	TBD
Task 11: Environmental Investigation	TBD
<b>Sub-Total Additional Services:</b>	<b>TBD</b>
<b>Total Services:</b>	<b>TBD</b>

Our proposal is based on the following assumptions and exclusions:

- Engineering fees included in this proposal only apply to items specifically listed in this proposal.
- Agency review fees, impact fees, permitting fees and platting fees are not included herein.
- No field surveys are included as part of this work to verify utility depths or other information.
- This proposal does not include a fee to prepare easements for drainage, construction, water, sewer, electrical, or gas services.
- Public meetings are not included.
- Platting of the property and/or recordation of any drainage and utility easements or replatting of the development is not included in this scope of work.
- Assistance with contractor’s one-year warranty review.
- Any additional services required by the **CLIENT** which may arise and are not outlined above shall be compensated for on an hourly basis or negotiated to a lump sum fee.
- Significant schematic design or land use changes requested by the **CLIENT** during preparation of the construction plans shall be conducted as an Additional Service at an hourly rate.

*Any additional work not listed in the above Scope of Work will be performed on a time and material basis. 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.*

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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.

This budget figure will not be exceeded without writing modification of this Agreement. The additional services must be authorized in writing by the Client.

This writing and the attached "General Terms and Conditions" and "Schedule of Hourly Charges" 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.

We appreciate the opportunity to submit this proposal and look forward to assisting you with this project. If this proposal and agreement meet your approval, please acknowledge by signing this proposal letter and returning a copy to our office via email, fax or US Mail for our records and we will begin work when we have received retainage and receipt of the executed documents which will serve as our authorization to proceed with the work.

Thank you for your consideration.

Provider:

\_\_\_\_\_  
Dan S. Leyendecker, P.E., President  
LNV Inc.

Owner: Webb County, Texas

By: \_\_\_\_\_  
Honorable Tano E. Tijerina  
Webb County Judge

By: \_\_\_\_\_  
Adrian Montemayor  
Webb County Utilities Systems Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

Approved As To Form:

By: \_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk

By: \_\_\_\_\_  
Marco A. Montemayor  
Webb County Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **PROFESSIONAL SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS**

This Professional Services AGREEMENT between LNV, Inc., herein after referred to as "LNV" and CLIENT includes the attached Proposal and these General Terms and Conditions which constitute the AGREEMENT.

**PARTIES** – CLIENT is defined as the entity that authorizes performance of services as stated in the Proposal by LNV and any entity that accepts responsibility for payment as stated in these General Terms and Conditions. If the CLIENT is ordering the services on behalf of another, the CLIENT represents and warrants that the CLIENT is authorized to act on behalf of said party in ordering and directing LNV's services.

**BILLING AND PAYMENT** – The CLIENT agrees to compensate LNV for services as stated per the attached Contract for Services. Services and expenses will be invoiced monthly. Invoice amounts are due within 30 days. Interest of 1 ½ percent per month compounded daily applies to all outstanding invoices. In the event any amount becomes past due, the design professional may give 7 days notice of intent to terminate the contract.

**CONSEQUENTIAL DAMAGES** – The CLIENT and LNV both agree to waive any claims for consequential damages against each other.

**DELAYS** – LNV will not be liable for delays due to force majeure.

**DISPUTE RESOLUTION** - Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

**ENVIRONMENTAL** – LNV assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

**JOBSITE SAFETY** – LNV is not responsible for job site safety or means and methods of construction. Job site safety and construction means and methods are the responsibility of the Contractor.

**LIMITATION OF LIABILITY** – The CLIENT agrees, to the fullest extent possible, to limit the liability of LNV so that the total aggregate liability of LNV shall not exceed LNV's fee for services rendered on the project. It is acknowledged that this limitation of liability applies to any cause of action, be it contract, tort or any other theory. The CLIENT agrees to bring any claims against the LNV corporate entity, nor any individual owners or employees of LNV.

**OWNER PROVIDED INFORMATION** – LNV shall have the right to rely on the accuracy of any information provided by the CLIENT. LNV will not review this information for accuracy.

**OWNERSHIP OF INSTRUMENTS OF SERVICE** - LNV retains all intellectual property rights including common law, statutory, and other reserved rights in the instruments of service, including copyrights. The Owner agrees to limit use of the instruments of service to this site-specific project only.

**PERMITS AND APPROVALS** – It is the responsibility of the Owner to obtain all necessary permits and approvals. LNV will assist the Owner as mutually agreed in writing.

**REJECTION OF NON-CONFORMING WORK** – LNV shall have the authority, but not the responsibility, to reject nonconforming work. LNV shall bring any known non-conforming work to the attention of the CLIENT as soon as reasonably possible.

**RIGHT OF ACCESS** – LNV shall have access to the job site whenever work is in preparation or in progress.

**STOP WORK AUTHORITY** – LNV has no stop work authority.

**TAXES** – If and to the extent that any sales and/or use taxes are applicable to any Services provided hereunder, they are the responsibility of the purchaser and will be itemized separately on the invoice.

**TERMINATION** – This contract may be terminated by either party for convenience with 30 days written notice, or for cause with 7 days written notice. The project may be suspended by the CLIENT with 30 days written notice. In the event of suspension or cancellation for convenience, the CLIENT shall pay all expenses incurred prior to the date of notice.