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Vision for Tomorrow

March 28, 2017

Adrian Montemayor
Systems Manager
Webb County Water Utilities
513 Martha Drive
Rio Bravo, Texas 78046

Re: Webb County Water Utilities Department – Automation and Telecommunications Systems Improvements

Dear Mr. Montemayor,

Please allow this letter to serve as our formal contract for the Automation and Telecommunications Improvements Project. LNV hereby agrees to perform the following Engineering service:

PROJECT DESCRIPTION:

The Webb County Water Utilities Department, hereinafter called "County", and LNV, Inc. hereinafter called "Engineer", agrees to provide the following professional engineering services related to the Automation and Telecommunications Improvements Project. The project will focus on improving reliability and restoring the operational capabilities as intended in the original design of the system.

I. SCOPE OF SERVICES

A. Basic Services – Automation and Telecommunications

The Engineer shall assess the existing systems and identify existing deficiencies, and thereby provide solutions, and develop cost-effective recommendations for improvements to restore full automation capabilities at the Rio Bravo Water Treatment Plant. The assessment will include inspections and recommendations for restoring functionality of the Utility System's telecommunication system associated with the water distribution system. The Engineer shall perform services described below.

1. DISCOVERY PHASE

Automation and Telecommunications Systems

An assessment shall be performed for the Automation and Telecommunications Systems associated with the Rio Bravo Water Treatment Plant and Water Distribution System. The data collected during the study will be analyzed to develop appropriate recommendations to improve and/or restore system functionality.

A. Assessments

a. **Automation and Telecommunication Systems** - The System Assessments shall include physical inspections, review of communications capabilities, documentation, and determination of the overall state of the following equipment:

- Nine (9) HF Scientific MicroTOL analyzers.
- One (1) Hach CL17 analyzer.
- Ten (10) Honeywell DR4300 circular chart recorders
- Three (3) Wedeco Spektron e-Series UV disinfection system.
- One (1) Modicon Quantum based Main PLC Panel with one (1) main rack and two (2) remote I/O racks.
- Two (2) Modicon Quantum based Clarifier PLC panels. Includes review of the door mounted Eaton PanelMate HMI Panel.
- Four (4) Modicon Quantum based Filter panels. Includes review of the door mounted Schneider Electric Magelis HMI panel.
- One (1) Dell SCADA station running GE Proficy iFix.
- Matrikon OPC server license.
- Modbus Plus communications to the SCADA server via a USB to Modbus Plus converter.
- Master Station
- Raw Water Intake
- Rio Bravo Elevated Storage Tank (EST)
- El Cenizo EST
- Review of proposed hardware specifications and contractor submittals (limited to valves and electric actuators required for plant automation)

B. Reporting

A report will be provided to the County that will include findings and recommendations for repairing, improving, upgrading, or potentially replacing the existing systems. Typically multiple recommendations are provided so the County can implement improvements at their discretion, based on the County's need and available funding or to assist with the future capital improvements planning. The following are examples of recommendations that will be provided:

- Immediate – Recommendations for the repair of critical system components to bring the systems into working order. Immediate fixes may potentially serve as short-term solutions only and may not always be the most cost-effective, long-term solution for rapidly growing municipalities.
- Near Term – Recommendations for a “Hybrid System” will be provided to implement or integrate new or additional technology to the existing systems to improve overall efficiency, along with providing the immediate solutions to the current system issues.
- Future – Recommendations for new system upgrades will be provided to extend the system capacity in order to keep pace with future growth, maintain efficiency, and maximize long-term reliability.

2. DESIGN PHASE – TBD

- A. Preliminary Design Workshop: A preliminary design workshop will be held to discuss the report findings, recommendations, and to develop conceptual network designs and determine the course of action the County chooses to pursue.
- B. Preliminary Design: Based on the path forward chosen by the County the design team will prepare detailed designs and will submit preliminary plans and technical specifications to the County to allow review of the final design concepts.
- C. Final Design Workshop: A final design workshop will be held to discuss any comments the County may have about the preliminary plans and specifications.
- D. Final Design: The design team will prepare final plans and specifications addressing comments from the final design workshop.

3. IMPLEMENTATION PHASE – TBD

- A. Installation and/or repair of the equipment the County chooses to implement based on the recommendations provided.

B. Additional Services - NA

This section defines the scope (and ALLOWANCE) for compensation for additional services that may be included as part of this contract, but the Engineer will not begin work on this section without specific written approval by the County. Fees for Additional Services are an allowance for potential services to be provided and will be negotiated by the County as required. The Engineer will, with written authorization by the County, perform the following services:

- A. Automatic Meter Reading/Advanced Metering Infrastructure System (AMR/AMI) Study – TBD
- B. Wastewater Treatment Plant and Collection System Communications Assessment - TBD

FEES

A. Fees for Engineer's Services Include:

- The necessary coordination, correspondence, meetings and site visits for the preparation and execution of all phases outlined herein.

B. The County Shall Supply or Reimburse the Following:

- All available base/or site maps
- Approval of preliminary conceptual designs and sketches
- All fees for reviews and/or inspections from Regulatory Agencies
- All printing and reproduction cost [through County approved vendor]

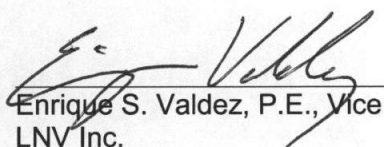
Summary of Engineer's Fees

BASIC SERVICES	
Discovery Phase	\$38,200
Design Phase	TBD
Implementation Phase	TBD
BASIC SERVICES SUB-TOTAL	\$38,200
ADDITIONAL SERVICES	
AMR/AMI System	TBD
WWTP and Collections Communications Analysis	TBD
ADDITIONAL SERVICES SUB-TOTAL	TBD
TOTAL	\$38,200

LNV shall perform said service and all acts attendant thereto with a reasonable standard of care and 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.


We sincerely thank you for your time and consideration and look forward to assisting you with this project.

Respectfully,

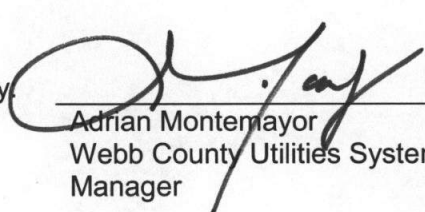

Enrique S. Valdez, P.E., Vice President
LNV Inc.

Owner: Webb County, Texas

By:


Honorable Tano E. Tijerina
Webb County Judge

By:


Adrian Montemayor
Webb County Utilities Systems
Manager


Date

Date

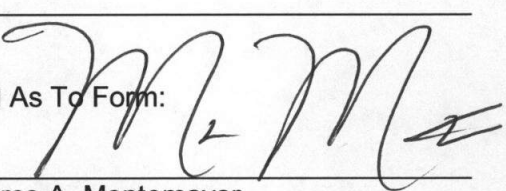
Attest:

Approved As To Form:

By:


Margie Ramirez Ibarra
Webb County Clerk

By:


Marco A. Montemayor
Webb County Attorney

Date

Date

Passed and approved by the Webb County
Commissioners Court on Monday March 27, 2017, Item
No 22.

Professional Service Contract in the amount of \$38,200.00 to LNV Engineering for development of cost-effective recommendations in the improvement and restoration of full automation capabilities at the Rio Bravo Water Treatment Plant

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.

Commissioners Court Meeting

10. 22.

Meeting
Date: 03/27/2017

Water Treatment Automation and Telecomm Improvments 2017

Department: Engineering

Subject:

Discussion and possible action to award a Professional Service Contract in the amount of \$38,200.00 to LNV Engineering for development of cost-effective recommendations in the improvement and restoration of full automation capabilities at the Rio Bravo Water Treatment Plant; Texas Local Government Code under 262.024 Discretionary Exemptions Section (a) (4) a personal or professional service. **[Account #7220-7280-001-432001 (2016 Bond Series)]**

Issue: Since commencement of the 2014 Rehabilitation and Improvements efforts associated with the Water Plant and System, operation of facilities has successfully been completed through manual operation of the facilities. In order to return to full operation and maintain State Compliance, an effective technology improvement must be undertaken to include radio communications of the pumps, chemicals, and filters; as well as the monitoring consistency required to maintain a compliance water system for the community.

Solution: This project consists of the first steps of hiring a team of experts in the field of SCADA (Supervisory Control and Data Acquisition), radio and remote communication, electrical integrity and backup power, and automation design and programming to evaluate existing system. And determine the best method of proceeding to a effective system for now and in the future expansion of the plant.

Result: Develop cost alternatives and proceed to selection of an Engineer to provide a project design for low bid construction project phase.

Background:

The Engineer shall assess the existing systems and identify existing deficiencies, and thereby provide solutions, and develop cost-effective recommendations for improvements to restore full automation capabilities at the Rio Bravo Water Treatment Plant. The assessment will include inspections and recommendations for restoring functionality of the Utility System's telecommunication system associated with the water distribution system. The Engineer shall perform services as described below.

Previous Court Action:

None

Fiscal Impact

Budget Account 758-8006-6022
Number:
Funding Source: 20116 Bond Series
Balance: NA
Financial Impact:
2016 Bond Series

Attachments

Draft Proposal LNV Auto Improv
