



MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Webb County

Laredo, Texas

Project No. 17238050

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES is made by and between **Webb County of Laredo, Texas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to procure professional engineering services for planning, analysis, design, and construction services for its existing and future wastewater systems.

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. The Owner shall issue GARVER a written notice to proceed with a specified date authorizing GARVER to commence the services to be provided to Owner pursuant to this agreement. This agreement supersedes all prior written or oral understandings associated with services to be rendered, including any teaming agreements.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER will perform professional services as requested by the Owner. The terms of each work assignment or project will be defined and agreed upon by the Owner and GARVER and represented in the form of a written Work Order.

Master Agreement for Professional Services
Webb County

Garver Project No. 17238050



SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The lump sum amount to be paid under this agreement is identified in each subsequent Work Order. For informational purposes included in Appendix B are current hourly rates for each employee classification.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). Any additional/extra work and/or additional services shall require a written and signed change order approved by the Webb County Commissioner's Court and signed by both parties. For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the



proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.

5. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.
11. Furnishing GARVER a current geotechnical report for the proposed site of construction. GARVER will coordinate with the geotechnical consultant, the Owner has contracted with, on the Owner's behalf for the information that is needed for this project.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER and Owner shall agree to a mutually agreeable, acceptable and compatible electronic media software/hardware format prior to the execution of this agreement. Thereafter, GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants.



5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not, unless defined within a Work Order, provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

Owner shall be solely responsible for locating underground utilities and/or subcontracting with a company specializing in locating underground utilities at its sole cost and expense.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability	
(Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability	
(Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$1,000,000.00



5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.

5.7 Design without Construction Phase Services

In the event GARVER's Scope of Services under this agreement is not amended to include project observation or review of the Contractor's performance or any other construction phase services, the Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

In addition, GARVER agrees, to indemnify and hold "Owner" harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, for claims arising from the sole negligence or willful misconduct of GARVER.

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then GARVER shall be compensated for the work as Additional Services, pursuant to a written change order approved by the Webb County Commissioner's Court and signed by both parties.



5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.

5.9 Mediation

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential. As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective



representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.

If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to use their reasonable best efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants and in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

5.10 Litigation Assistance

This Agreement does not include costs of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

SECTION 6 - CONTROL OF SERVICES

This is a Texas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Texas, and the exclusive venue for any litigation regarding this agreement shall lie in Webb County, Texas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other.



Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

8.1.1 Appendix A – Work Order No. 1

8.1.2 Appendix B – Garver Hourly Rate Schedule

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.

IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

Webb County

GARVER, LLC

By: 
Signature

By: 
Signature

Name: Tano E. Tijerina
Printed Name

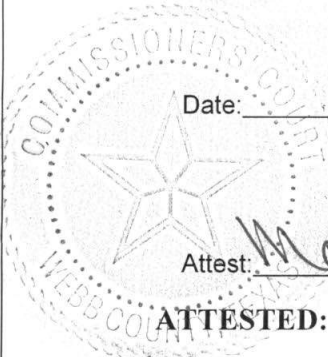
Name: Jeffrey Sober
Printed Name

Title: Webb County Judge

Title: Vice President

Master Agreement for Professional Services
Webb County

Garver Project No. 17238050



Date: March 29, 2018

Date: March 23, 2018

Attest: Margie Ramirez-Ibarra

Attest: Janet Compton

ATTESTED:

Margie Ramirez-Ibarra
Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:

Alexandra Colessides-Solis
Alexandra Colessides-Solis - Director
Webb County Civil Legal Division

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On February 26, 2018; item no. 16 b.

APPENDIX "C"

Addendum No. 1 to Master Agreement for Professional Services b/w Webb County and Garver, LLC.

The following Addendum No. 1, is hereby being added to include the following two (2) sections which shall be added and incorporated as Appendix "C" to the Master Agreement for Professional Engineering Services Webb County Wastewater Treatment Plant.

Webb County Billing Procedure & Address

All invoices due under this agreement must be submitted to the Webb County Business Office in electronic format and/or delivered to the following address:

Webb County
1110 Washington Street, Ste. 203
Laredo, Texas 78040
Attn: Business Office
E-mail to: apinvoices@webbcountvtx.gov

ALL invoices sent for payment to the Webb County Business Office must reference Purchase Order # and Webb County/Garver, LLC. Master Agreement for Professional Engineering Services Webb County Wastewater Treatment Plant.

Notices

All notices called for, or contemplated, hereunder shall be in writing, and shall be deemed to have been duly given, when personally delivered and/or via e-mail, or seventy-two (72) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

Any notices required to be sent hereunder shall be sent as follows:

TO: GARVER, LLC. ; Attn:
Richard Correa, Senior Project Manager
1906 E. Tyler Ave #D
Harlingen, Texas 78550
(956) 734-2375
E:Mail; rcorrea@garverUSA.com

TO: Jose Angel Lopez III, CTPM
Webb County Purchasing Agent
1110 Washington Street, Ste. 101
Laredo, Texas 78040
(956) 534-4125
E:Mail; joel@webbcountvtx.gov

Adrian Montemayor
Webb County Water & Wastewater Utilities Director
513 Martha Dr.
Laredo, Texas 78046
(956) 523-5590
E: Mail; agmontemavor@webbcountvtx.gov



**WORK ORDER NO. 1
Webb County
Laredo, Texas
Project No. 17238060**

This WORK ORDER is made by and between **Webb County of Laredo, Texas** hereinafter referred to as "Client," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on February 26, 2018.

Under this Work Order, the Client intends to assess the existing Webb County Wastewater Treatment Plant and provide an operational evaluation and improvements recommendation report.

GARVER will provide professional services related to these improvements as described herein.

SECTION 1 - SCOPE OF SERVICES

Wastewater Treatment Plant Evaluation

GARVER will conduct an evaluation of Webb County's 1.5 MGD Wastewater Treatment Plant. This evaluation will be broken up into the following seven tasks:

1. Kick-Off Meeting
2. Historical Data Review
3. Flow/Load Projections
4. Field Investigation and Existing System Assessment
5. Operator Interviews
6. Alternatives Evaluation
7. Conceptual Workshop

Upon the completion of the evaluation, Garver will write a Technical Memorandum proposing recommendations to improve operations and treatment throughout the plant for the Client as part of Task 6. The scope for all of these tasks are provided in Appendix A.

Additional Services (Extra Work)

For work not described above in Section 1 – Scope of Services, Additional Services will be as directed by the Client in writing for an additional fee as agreed upon by the Client and GARVER. A comprehensive list of additional services Garver can provide is available in Appendix A.



SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the Client will pay GARVER on a lump sum basis. The Client represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Kick-Off Meeting	\$3,556.00	LUMP SUM
Historical Data Review	\$6,770.00	LUMP SUM
Flow/Load Projections	\$25,327.00	LUMP SUM
Field Investigation and Existing System Assessment	\$19,693.00	LUMP SUM
Operator Interviews	\$3,862.00	LUMP SUM
Alternatives Evaluation	\$30,814.00	LUMP SUM
Conceptual Workshop	\$5,617.00	LUMP SUM
TOTAL FEE	\$95,639.00	LUMP SUM

The lump sum amount to be paid under this agreement is \$95,639.00. For informational purposes, a breakdown of GARVER's estimated costs is included in the MSA Appendix B with approximate current hourly rates for each employee classification.

The Client will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Client indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the Client in writing, the Client will pay GARVER, for time spent on the project, at the rates shown in the MSA Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 3 – APPENDICES AND EXHIBITS

3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

3.1.1 Appendix A - Scope of Services

3.1.2 Appendix B - Fee Summary

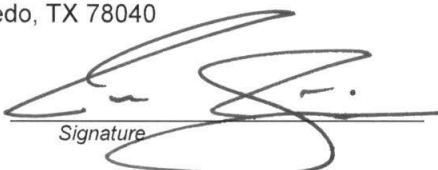
This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – APPENDICES AND EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Work Order signed by the Client. The effective date of this Work Order shall be the last date written below.

Webb County
1000 Houston St.
Laredo, TX 78040

GARVER, LLC
1906 E Tyler Ave # D
Harlingen, TX 78550

By: 
Signature

By: 
Signature

Name: Tano E. Tijerina
Printed Name

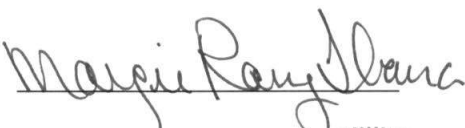
Name: Jeffrey Sober
Printed Name

Title: Webb County Judge

Title: Vice President

Date: March 29, 2018

Date: March 23, 2018

Attest: 

Attest: 



APPENDIX A

SCOPE OF SERVICES

General

GARVER will conduct an evaluation of Webb County's Regional Wastewater Treatment Plant (WWTP) in Rio Bravo, Texas. The Regional WWTP has a permitted capacity of 1.5 MGD and peak flow of 2.8 MGD. Once the evaluation is completed, Garver will write a Technical Memorandum (TM) proposing recommendations to improve operations and treatment throughout the plant. The evaluation will be broken up into the following seven tasks:

1. Kick-Off Meeting
2. Historical Data Review
3. Flow/Load Projections
4. Field Investigation and Existing System Assessment
5. Operator Interviews
6. Alternatives Evaluation
7. Conceptual Workshop

Major elements of the Technical Memorandum will include the following facility or process evaluations:

- Hydraulic capacity of the existing plant
- Headworks
- Plant lift station
- SBRs
- Chlorine contact basins
- Sludge press
- Sludge drying beds
- Backup power
- SCADA system

TCEQ regulations will be utilized for determining the treatment capacity of each process. Expansion or construction of new processes will be considered for any process not capable of meeting the projected necessary design flow over a 20 year planning horizon.. Special considerations will be made for current and future flow demands and treatment optimization.

Task 1: Kick-Off Meeting

Garver will coordinate with the Client to schedule a conference call for a Kick-Off meeting. This Kick-Off Meeting will serve as an opportunity for Garver and the Client to discuss the project scope, project objectives, and schedule. The meeting will also address WWTP-specific issues and goals prior to the site visits.

Task 2: Historical Data Review

GARVER will collect from the Client and review relevant information including:

- As-built drawings of each facility
- Previous applicable studies and reports
- Process data and daily monitoring reports for a three year period
- Equipment maintenance records and Operations and Maintenance (O&M) manuals

Task 3: Flow/Load Projections

This sub task will evaluate existing flow rates and compare to existing sewer service population within

the WWTP's current service area. TWDB population projections will be used to determine population planning numbers for build out. Full build-out of the service area will be evaluated and compared to the design capacity of the facility.

The existing wastewater will be characterized by the Client under the direction of GARVER. These sample parameters will be utilized in projecting future loading rates for processes. This is anticipated to include four weeks of samples, with four sample locations (Raw, SBR Effluent, Chlorine Contact Effluent, and any return flow capture possible), with the analysis of each sample including BOD, Soluble BOD, TSS, NH₃, Total Phosphorous, and Soluble Phosphorous. The Client will conduct all sampling, analysis, and pay for lab fees.

Using the sampling analysis data and the flow projections, Garver will develop loading projections for the planning horizon. These loading projections will determine the actual needed capacity of the facility.

GARVER will deliver a memorandum documenting the findings of the flow and load projections. Deliverable will be PDF documents sent electronically.

Task 4: Field Investigation and Existing System Assessment

GARVER will evaluate the existing wastewater treatment facilities at the WWTP site, including existing liquid process treatment units, solids handling, and hydraulic capacity. The assessments will be based on at-grade visual observations and record drawings of the existing processes.

The assessments will determine feasibility of existing tankage to be reused and make visual observation of a structures ability to continue service over the planning horizon. The deliverable for this task will be a chapter in the overall alternatives evaluation.

Task 5: Operator Interviews

Garver will conduct operator interviews will all plant operators, mechanics and maintenance staff that are responsible for the WWTP. Interview findings will serve as a basis for operational and infrastructure improvements recommendations. Garver will utilize this knowledge to understand current limitations of the facility, major maintenance challenges that need rehabilitation, current process challenges, and other pertinent facility information.

The findings of this task will be delivered as a chapter in the overall alternatives evaluation.

Task 6: Alternatives Evaluation

GARVER will conduct a conceptual evaluation of one biological process alternative to optimize the WWTP's performance. Detailed evaluation will include development of design parameters (e.g., equipment sizing criteria), assessment of rehabilitation requirements for integration of the alternative to the existing treatment system, evaluation of hydraulic impacts, site layouts and evaluation of phasing of the proposed process alternatives. Strengths and limitations of the alternative will be identified. Work under this task will consider the requirements for the various engineering disciplines that will be involved in the design of facilities (i.e., civil, electrical, instrumentation, mechanical, structural, etc.).

An estimate of probable construction cost will be developed for the alternative.

The following deliverables will be submitted to the Client:

1. Three (3) bound copies of the draft TM for review and comment by the Client
2. Three (3) bound copies of the final TM incorporating draft review comments
3. PDF file of the Report

Task 7: Conceptual Workshop

GARVER will conduct a webinar based Conceptual Workshop with the Client to present the results of the alternative evaluation and establish the approach and expectations for design and implementation of the project. Client comments will be documented and incorporated into the draft TM.

Extra Work

The following items are not included under this agreement but will be considered as extra work:

- Detailed design
- Redesign for the Client's convenience or due to changed conditions after previous alternate direction and/or approval.
- Deliverables in addition to those listed herein.
- Construction engineering services
- Public Outreach
- Impact Fee Determination
- Emergency Response Planning
- Hazard Mitigation Planning
- Water Quality Analysis
- Funding Assistance
- Evaluation of condition or structural integrity of facilities (pumps, lift stations, storage tanks, etc.)
- Survey of any kind
- Operations Support Services
- Warranty Assistance Services
- Geotechnical Services
- Utility Location Services
- Coatings Analysis
- Operational Audit/Optimization
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items

Extra Work will be as directed by the Client in writing for an additional fee as agreed upon by the Client and Garver.

Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

<u>Task Description</u>	<u>Calendar Days</u>
1. Kick-Off Meeting	14 days from Notice to Proceed
2. Historical Data Review	28 days from Client providing data
3. Flow/Load Projections	21 days from completion of Task 2
4. Field Investigation and Existing System Assessment	21 days following completion of Tasks 2 & 3
5. Operator Interviews	16 days from Notice to Proceed
6. Alternatives Evaluation	21 days from completion of Tasks 2 - 5
7. Conceptual Workshop	28 days from completion of Task 6

APPENDIX B

Webb County Wastewater Treatment Plant Assessment

FEE SUMMARY

Task	Estimated Fees
1. Kick-Off Meeting	\$3,556.00
2. Historical Data Review	\$6,770.00
3. Flow/Load Projections	\$25,327.00
4. Field Investigation and Existing System Assessment	\$19,693.00
5. Operator Interviews	\$3,862.00
6. Alternatives Evaluation	\$30,814.00
7. Conceptual Workshop	\$5,617.00
Total	\$95,639.00



**WORK ORDER NO. 2
Webb County
Laredo, Texas
Project No. 17238055**

This WORK ORDER is made by and between **Webb County of Laredo, Texas** hereinafter referred to as "Client," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on February 26, 2018.

Under this Work Order, the Client intends to procure professional engineering services for a lift station assessment and evaluation and an improvements recommendation report.

GARVER will provide professional services related to these improvements as described herein.

SECTION 1 - SCOPE OF SERVICES

Lift Station Assessment & Evaluation

GARVER will provide the following lift station assessment and evaluation services per Appendix A:

1. Kick-Off Meeting and Equipment Evaluation
2. Condition Assessment
3. Examination of Available Infrastructure Data
4. Examination of Historical Data
5. Evaluation of Regulatory Compliance
6. Operator Interviews
7. Development of Proposed Improvements and Prioritization
8. Opinion of Probable Construction Cost (OPCC)
9. Technical Memorandum

Additional Services (Extra Work)

For work not described in Section 1 – Scope of Services, Additional Services will be as directed by the Client in writing for an additional fee as agreed upon by the Client and GARVER. A comprehensive list of additional services GARVER can provide is available in Appendix A.



SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the Client will pay GARVER on a lump sum basis. The Client represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
1: KOM and Equipment Evaluation	\$4,072.00	LUMP SUM
2: Condition Assessment	\$3,427.00	LUMP SUM
3: Examination of Available Infrastructure Data	\$3,552.00	LUMP SUM
4: Examination of Historical Data	\$3,992.00	LUMP SUM
5: Evaluation of Regulatory Compliance	\$3,297.00	LUMP SUM
6: Operator Interviews	\$1,630.00	LUMP SUM
7: Dev. of Proposed Improvements & Prioritization	\$7,134.00	LUMP SUM
8: Opinion of Probable Construction Cost (OPCC)	\$4,254.00	LUMP SUM
9: Technical Memorandum	\$10,832.00	LUMP SUM
TOTAL FEE	\$42,190.00	LUMP SUM

The lump sum amount to be paid under this agreement is **\$42,190.00**. For informational purposes, a breakdown of GARVER's estimated costs is included in the MSA Appendix B with approximate current hourly rates for each employee classification.

The Client will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Client indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the Client in writing, the Client will pay GARVER, for time spent on the project, at the rates shown in the MSA Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 3 – APPENDICES AND EXHIBITS

- 3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 3.1.1 Appendix A - Scope of Services
 - 3.1.2 Appendix B – Fee Summary


This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – APPENDICES AND EXHIBITS, shall incorporate this document as part of the Agreement. GARVER is authorized to begin performance upon receipt of a copy of this Work Order signed by the Client. The effective date of this Work Order shall be the last date written below.

Webb County

GARVER, LLC

By: 
Signature

By: 
Signature

Name: Tano E. Tijerina
Printed Name

Name: Jeffrey Sober
Printed Name

Title: Webb County Judge

Title: Vice President

Date: March 29, 2018

Date: March 23, 2018

Attest: 

Attest: 



APPENDIX A

SCOPE OF SERVICES

General

GARVER will conduct an evaluation of Webb County's Lift Stations in Rio Bravo, Texas. The evaluation will be broken up into the following eight tasks:

1. Kick-Off Meeting and Equipment Evaluation
2. Condition Assessment
3. Examination of Available Infrastructure Data
4. Examination of Historical Data
5. Evaluation of Regulatory Compliance
6. Operator Interviews
7. Development of Proposed Improvements and Prioritization
8. Opinion of Probable Construction Cost (OPCC)
9. Technical Memorandum

This scope of services includes assessment and evaluation services as required to provide a basis for prioritization of proposed improvements and efficient planning and budgeting for the design and implementation of said proposed improvements. If agreeable by Owner and GARVER, additional scope may be added to this Agreement as required for implementation of Owner-recommended improvements.

Task 1: Kick-Off Meeting and Equipment Evaluation

GARVER (South Texas staff only) will coordinate with the Owner to schedule a day for both a Kick-Off meeting and a site visit for equipment evaluation. GARVER will conduct a Kick-Off meeting with the Owner to discuss project scope, project objectives, and schedule. The meeting will address lift station issues and goals prior to the site visits. Immediately following the Kick-Off meeting, the Owner will provide GARVER with guided access to the lift stations to be evaluated. GARVER will perform a visual evaluation of all onsite equipment and infrastructure at each lift station. The equipment evaluation will consist of field inspections, the collection of field data (such as photographs and equipment information), and field testing (such as the pump drawdown test). An operating pressure analysis can be conducted if forcemain gauges near the pump discharges are installed (by Owner).

Task 2: Condition Assessment

GARVER will conduct a condition assessment and evaluation of the lift stations based on the information gathered during and after the kick-off meeting. Items to be evaluated include: lift station site location, lift station operational performance, safety issues, condition of structural systems (wet well, concrete pads, entryways, equipment access, etc.), condition of electrical systems (controls, conduits, power, SCADA, monitoring, etc.), and condition of hydraulic systems (pumps, force mains, gravity systems, etc.).

Task 3: Examination of Available Infrastructure Data

Owner will provide GARVER with all pertinent infrastructure and equipment data such as as-built record drawings, O&M Manuals, previous reports, etc. for review. GARVER will perform an examination of all Owner-provided data.

Task 4: Examination of Historical Data

Owner will provide GARVER with pertinent historical data. GARVER will provide a thorough examination of all available historical data including pump curves, production and flow trends, run

times, SCADA data, service life of pumps, frequency of maintenance, wetwell and collection system overflow documentation, alarm records, backup power maintenance records, backup power operation schedules, energy costs, etc. An energy consumption analysis can be performed if electric meter reading data is available for each lift station. Examination findings will serve as a basis for operational and infrastructure improvements recommendations.

Task 5: Evaluation of Regulatory Compliance

GARVER will provide a cursory evaluation of regulatory compliance with TCEQ Chapter 217. In conjunction with information provided by Owner, evaluation findings will serve as a basis for operational and infrastructure improvements recommendations.

Task 6: Operator Interviews

GARVER will conduct operator interviews via email (question and answer format) with pertinent collection system staff, mechanics and/or maintenance personnel that are responsible for the collection system lift stations. In conjunction with information provided by Owner, interview findings will serve as a basis for operational and infrastructure improvements recommendations.

Task 7: Development of Proposed Improvements and Prioritization

GARVER will develop an improvements list that will serve as the basis for the design and implementation of the identified proposed improvements. The proposed improvements list will address equipment condition, deviation from original design, operational considerations and regulatory compliance. GARVER will also develop an improvements prioritization matrix that will serve as the basis for the planning and scheduling of proposed improvements. Prioritization criteria will include urgency, regulatory compliance, budget and time constraints, and Owner input. Prioritization results will also serve as a basis for the preparation of subsequent Work Orders.

Task 8: Opinion of Probable Construction Cost (OPCC)

GARVER will prepare an OPCC for all proposed improvements identified. The OPCC will be a bid proposal-formatted document that will be escalated (in US dollars) to the approximate midpoint date of construction. The OPCC will be based on actual, recent bid tabulations for similar construction projects in the area.

Task 9: Technical Memorandum

GARVER will prepare a Technical Memorandum (TM) that will include an assessment summary. The TM will be a report-formatted document that summarizes the findings from the Tasks above and will serve as the platform for documentation of all findings and will illustrate the proposed improvements prioritization and scheduling. The TM will document findings via easily-referenced photographs, sketches, exhibits and/or photocopies. The TM will also serve as a basis for the preparation of the subsequent Work Order.

Deliverables:

1. One Draft Technical Memorandum
2. One Final Technical Memorandum

Extra Work

The following items are not included under this agreement but will be considered as extra work:

- Detailed design
- Redesign for the Client's convenience or due to changed conditions after previous alternate direction and/or approval.

- Deliverables in addition to those listed herein.
- Construction engineering services
- Public Outreach
- Impact Fee Determination
- Emergency Response Planning
- Hazard Mitigation Planning
- Water Quality Analysis
- Funding Assistance
- Survey of any kind
- Operations Support Services
- Warranty Assistance Services
- Geotechnical Services
- Utility Location Services
- Coatings Analysis
- Operational Audit/Optimization
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items

Extra Work will be as directed by the Client in writing for an additional fee as agreed upon by the Client and GARVER.

Schedule

GARVER shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

<u>Task Description</u>	<u>Calendar Days</u>
1. Kick-Off Meeting & Equipment Evaluation	14 days from Notice to Proceed
2. Condition Assessment	14 days from completion of Task 1
3. Examination Available Infrastructure Data	24 days from completion of Task 1 and Client providing data
4. Examination of Historical Data	Concurrent to Task 3
5. Evaluation of Regulatory Compliance	Concurrent to Tasks 3 and 4
6. Operator Interviews	Concurrent to Tasks 1-4
7. Development of Prop. Improvements & Prioritization	28 days from completion of Task 1-6
8. Opinion of Probable Construction Cost (OPCC)	14 days from completion of Task 7
9. Technical Memorandum	14 days from completion of Task 8 and Client Review of Draft TM

APPENDIX B

Webb County Lift Station Assessment and Evaluation

FEE SUMMARY

Task	Estimated Fees
1. Kick-Off Meeting & Equipment Evaluation	\$4,072.00
2. Condition Assessment	\$3,427.00
3. Examination of Available Infrastructure Data	\$3,552.00
4. Examination of Historical Data	\$3,992.00
5. Evaluation of Regulatory Compliance	\$3,297.00
6. Operator Interviews	\$1,630.00
7. Development of Proposed Improvements & Prioritization	\$7,134.00
8. Opinion of Probable Construction Cost (OPCC)	\$4,254.00
9. Technical Memorandum	\$10,832.00
Total	\$42,190.00

APPENDIX B

Webb County Wastewater Treatment Plant Assessment

FEE SUMMARY

Task	Estimated Fees
1. Kick-Off Meeting	\$3,556.00
2. Historical Data Review	\$6,770.00
3. Flow/Load Projections	\$25,327.00
4. Field Investigation and Existing System Assessment	\$19,693.00
5. Operator Interviews	\$3,862.00
6. Alternatives Evaluation	\$30,814.00
7. Conceptual Workshop	\$5,617.00
Total	\$95,639.00



APPENDIX B
Webb County Wastewater System Improvements
Garver Hourly Rate Schedule: July 2017 - June 2018

Classification	Rates
Engineers / Architects	
E-1.....	\$ 102.00
E-2.....	\$ 118.00
E-3.....	\$ 142.00
E-4.....	\$ 166.00
E-5.....	\$ 203.00
E-6.....	\$ 260.00
Planners / Environmental Specialist	
P-1.....	\$ 122.00
P-2.....	\$ 153.00
P-3.....	\$ 191.00
P-4.....	\$ 216.00
P-5.....	\$ 251.00
P-6.....	\$ 285.00
Designers	
D-1.....	\$ 95.00
D-2.....	\$ 111.00
D-3.....	\$ 132.00
D-4.....	\$ 153.00
Technicians	
T-1.....	\$ 74.00
T-2.....	\$ 94.00
T-3.....	\$ 114.00
Construction Observation	
C-1.....	\$ 89.00
C-2.....	\$ 115.00
C-3.....	\$ 140.00
C-4.....	\$ 173.00
Management/Administration	
X-1.....	\$ 58.00
X-2.....	\$ 79.00
X-3.....	\$ 110.00
X-4.....	\$ 140.00
X-5.....	\$ 172.00
X-6.....	\$ 219.00

Master Agreement for Professional Services

Webb County Wastewater System Improvements

Garver Project No. 17238060

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Garver, LLC
Harlingen, TX United States

Certificate Number:
2018-333489

Date Filed:
04/03/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Webb County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ 2017-004
Rio Bravo Wastewater Treatment Plant Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McIllwain, Frank	Harlingen, TX United States	X	
	Holder, Jr. , Jerry	Harlingen, TX United States	X	
	Griffin, Michael	Harlingen, TX United States	X	
	Jones, Steve	Harlingen, TX United States	X	
	Parker, Herbert	Harlingen, TX United States	X	
	Hoskins, Brock	Harlingen, TX United States	X	
	Williams, Dan	Harlingen, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Frank McIllwain, and my date of birth is 4/7/1975.

My address is 3010 Gaylord Parkway, Suite 190, Frisco, TX, 75034, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 3rd day of April, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court Meeting

16. b.

Meeting
Date: 02/26/2018

Wastewater Plant and Lift Station Engineering

Department: Water Utilities

Subject:

Discussion and possible action to approve the execution of professional services contract for the "Rio Bravo Wastewater Treatment Plant Rehabilitation Design Project" to the sole proposer Garver, LLC pursuant to RFQ 2017-004 in the amount of \$137,829.00 for professional engineering services to complete an engineering evaluation for Work Order No.1; the Rio Bravo Wastewater Treatment Plant, and Work Order No.2; Collection System Lift Station evaluation, to determine the best and most efficient manner to implement final improvements to the plants infrastructure and operational process, and authorizing the County Judge to sign and execute all relevant documents; and any other matters incident thereto. This project is included in the departments approved Capital Improvement Plan. **[Account #7220-7270-001-432001, 2016 (Bond Series, Professional Services)]**

Issue: Although currently the Rio Bravo Wastewater Treatment Plant is operational and producing treated effluent that meets the compliance requirements of TCEQ, significant improvements are necessary to assure the plant can meet its regulatory requirements into the future and the prevention of emergency failures. This requires significant improvements of an already failing infrastructure. It will be critical to modify the operations to assure more efficient and therefore less costly operation. Project of expected need were provided onto the approved Capital Improvements Plan.

Solution: First we must determine the level of degradation and cost for rehabilitation with alternatives of Best Practices that could be implemented here that will provide us with more consistent and effective service for our customers. This engineering project will provide us with alternatives to this implementation.

Result: Information and alternatives to be considered for entering into an rehabilitation design for construction bidding.

Background:

Upon staff negotiations additional services required for comprehensive evaluation of the systems entirety was determine also necessary. We requested a cost for the evaluation of the Lift Stations in which is beings referenced to as Work Order No.2. We have negotiated the cost for Work Order No.1 (Plant) and Work Order No.2 (Lift Stations) as follows.

Staff is recommending tha authorization of the total fee of \$137,829.00 to complete both Work Orders.

Work Order No.1: Assessment and Engineering Evaluation of Wastewater Treatment Plant \$95,639
Work Order No.2: Assessment and Engineering Evaluation of Wastewater Lift Stations \$42,190

Previous Court Action:
Meeting Date: 11/27/2017
Approved

RFQ 2017-004 "Rio Bravo Wastewater Treatment Plant Rehab Design Project"
Project Awarded to Sole Proposer Garver, LLC.

Commissioners Court awarded the project and authorized staff to negotiate a contract.

Fiscal Impact

Budget Account Number: 7220-7270-001-432001
Funding Source: 2016 Bond
Balance: \$350,000

Financial Impact:
Project was approved in 2017 Capital Improvement Plan.

Attachments

Master Agreement

Work Order No.1

Work Order No.2
