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CONTRACT FOR SERVICES

This contract is made this 15 day of August, 2014, by and between LNV, Inc. 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 AND EL CENIZO WATER DISTRIBUTION SYSTEM SAMPLE COLLECTION AND TESTING SERVICES

PROJECT DESCRIPTION:

The Provider shall provide services for the collection and testing of water samples in accordance with the requirements set forth by the settlement agreement entered into by Webb County and Comité de Ciudadanos Unidos de El Cenizo, Alianza de Rio Bravo por Agua Pura, Bertha Torres, Maria G. Gonzalez, Manuel Anero, and Manuela Menchaca.

Services shall include bi-monthly water sample collection and testing for a total of six (6) months (12-sampling events). A total of eight (8) water samples will be collected from the water distribution system, which is fed by the Rio Bravo Water Treatment Plant. The water samples will be collected at eight (8) separate locations throughout the water distribution system. Four (4) of the water samples will be collected in Rio Bravo, TX and four (4) will be collected in El Cenizo, TX. Water samples will be collected from extraction points (hose bibs) at designated locations consistent with the current Webb County Utilities Monitoring Plan.

The water samples collected from the distribution system will be tested for **Coliform, Chlorine Residual, and Turbidity**. Turbidity testing, although not required by the Texas Commission on Environmental Quality (TCEQ) at the water distribution level, will be provided as required in the settlement agreement.

Samples will be collected by a Class D Water Operator, certified by the TCEQ. Coliform analysis will be conducted by The City of Corpus Christi Water Laboratory (NELAC and NELAP certified). Chlorine Residual and Turbidity testing will be field-analyzed using methods and equipment that meet TCEQ requirements. Field logs, field-test data, chain of custody, and photographs will be uploaded to a File Transfer Protocol (FTP) site, accessible to the County, within two days of sampling. Coliform analysis results will be uploaded to the FTP site within one week of receipt from the laboratory.

Public meetings and presentations are not included as part of this scope of work.

ADDITIONAL SERVICES	
Sample Collection and Testing Services	\$57,888.60
Total	\$57,888.60

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.



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GENERAL TERMS AND CONDITIONS

BILLING AND PAYMENT – The Client agrees to compensate the Design Professional 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 Design Professional both agree to waive any claims for consequential damages against each other.

CONSTRUCTION PHASE SERVICES – The Design Professional will observe the work as agreed for general compliance with the construction documents.

DELAYS – The Design Professional 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 – The Design Professional assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

JOBSITE SAFETY – The Design Professional 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 the Design Professional so that the total aggregate liability of the Design Professional shall not exceed the Design Professional'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 Design Professional corporate entity, not any individual owners or employees of the Design Professional firm.

OWNER PROVIDED INFORMATION – The Design Professional shall have the right to rely on the accuracy of any information provided by the Client. The Design Professional will not review this information for accuracy.

OWNERSHIP OF INSTRUMENTS OF SERVICE- The Design Professional 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. The Design Professional will assist the Owner as mutually agreed in writing.

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

RIGHT OF ACCESS – The Design Professional shall have access to the job site whenever work is in preparation or in progress.

STOP WORK AUTHORITY – The Design Professional 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.



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

Consultant

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

Owner

TANO TIJERINA
Webb County Judge

Date: 5/5/15

LUIS PEREZ GARCIA, P.E., C.F.M
Webb County Engineer

Date: 5/5/15

ATTEST:

MARGIE RAMIREZ IBARRA
Webb County Clerk

Date: _____

APPROVED AS TO FORM:

MARCO A. MONTEMAYOR
Webb County Attorney

Date: _____

