



CONTRACT FOR SERVICES

This Agreement is made this ___ day of _____, **2018**, by and between **LNV, Inc.** of 8918 Tesoro, Suite 401, San Antonio, Bexar County, Texas 78217 hereinafter referred to as **Provider**, and **City of Boerne**, of 400 E. Blanco, Boerne, Texas 78006 hereinafter referred to as **Client**.

Provider hereby agrees to perform the following Engineering services for **Client**. The Agreement consists of this **Contract for Services** and the attached **General Terms and Conditions**, which are incorporated by reference for all purposes herein.

SCOPE OF WORK

Provider agrees to perform the following services for **Bentwood Sidewalk Improvements ("Project")**.
See Exhibit A

The Provider will perform the above-listed Basic Engineering *Scope of Work* for a lump sum and/or hourly fee as indicated in the exhibits referenced below:

See Exhibit A and B

*Any additional work that Provider determines is not included in the above Scope of Work will be performed as Additional Services and billed separately from the lump sum fee, in accordance with the attached **Rate Schedule**.*

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**.*

This Agreement, including the **General Terms and Conditions** and the **Rate Schedule** 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. By acceptance of this Agreement, the Client represents and warrants that it has read, understood, accepted, and agrees to be bound by the **General Terms and Conditions** and **Rate Schedule**. Client further agrees that by signing below, Client is either the legal owner of the property subject to the Project or will inform Provider in writing within seven (7) days of the date of this Agreement that Client is not the legal property owner.

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


LNV, INC.

Date

By: **Derek Naiser**
Its: **VICE PRESIDENT**

Client Representative

Date

By:
Its:

Exhibit A

City of Boerne Sidewalk Improvements

Bentwood Drive

Services Performed: Design of extensions at one (1) location along Bentwood. Design will include providing 5-foot sidewalks, culvert extensions, wingwalls, pedestrian rail and miscellaneous appurtenances to provide a continuous pedestrian route along Bentwood Drive.

I. Basic Services:

A. Design Phase:

1. Conduct One-call for utility locates and topographic survey of all surface features with elevations adequate for design and development of plans.
2. Establish control points and benchmarks to be used during design and construction.
3. Locate all existing utility lines within street right of way.
4. Initial consultation will be held with the CLIENT to detail contacts, coordination, project schedule, and specific project issues and needs.
5. Assemble and review existing data.
6. Establish initial design criteria and design constraints.
7. Conduct physical inspections. Design personnel would go to the field with available information to determine problem areas and areas where additional information is needed.
8. Prepare Floodplain Development Permit with accompanying adverse impact analysis for the Bentwood Drive sidewalk improvements. Methodology will consist of estimating the 1% AEP peak flow rate by approximate methods only. Peak flow rates will be derived from the FEMA Effective Zone A (non-detailed study) Floodplain map delineation or best available historic models for the area. No detailed hydrologic analysis is proposed as part of this work. A HEC-RAS hydraulic model run will be prepared based on field survey and best available topographic data along with the approximated 1% AEP peak flow rates comparing existing versus the proposed condition.
9. Prepare preliminary budget estimate.
10. Coordinate with CLIENT's floodplain administrator and provide documentation as necessary.
11. Meet with and schedule 90% review with CLIENT for required review submittal.
12. Preparation of detailed plan and traffic control drawings, contract documents and specifications for construction as authorized by the CLIENT.
13. Provide exhibits and identify utility conflicts and assist CLIENT in coordinating with utility companies for any required utility relocations required to complete construction.
14. Conduct second site inspection. Design personnel would go to the field with the 90% plans and visually verify that proposed work works on the ground.
15. Respond to CLIENT comments and submit final plans, contract documents and specifications.
16. Deliverables will be 90% plans and specifications and final plans, engineer's opinion of probable construction cost (EOPCC), specifications and contract documents.

B. Bid Phase:

1. Provide Notice to Bidders for CLIENT to post in local newspaper two full weeks prior to bid opening.
2. Conduct pre-bid meeting
3. Issue required addenda in response to bidder's questions.
4. Conduct bid opening, review bids, contractor qualifications, prepare bid tabulation, letter of recommendation of award to Council and attend Council meeting.

B. Construction Phase:

1. Make periodic visits (one per week) as authorized by CLIENT to the construction site (separate from the continuous resident project representative and inspection services provided by CLIENT) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. However, this does not limit the CLIENT's right to request the ENGINEER to make additional site visits to clarify construction issues.
2. Conduct, in company of the CLIENT, a final inspection of the project for compliance with the plans and specifications.
3. Review submittals and respond to RFI's.
4. Prepare any required change orders.
5. Prepare final record drawings from as-built information supplied from contractor and project inspection.

III. Compensation for Services:

I. Basic Services (not to exceed)

A. Design Phase (lump sum fee)	\$26,880
B. Bid Phase (lump sum fee)	\$ 3,054
B. Construction Phase (hourly)	\$ 5,694
TOTAL BASIC SERVICES	\$35,628

IV. Payment:

I. Basic Services: The CLIENT will make monthly payments in response to the ENGINEER's monthly requests for payment for services rendered during the Design Phase based on percentage of work completed. After completion and acceptance of the plans and specifications by the CLIENT, the remaining amount for the Design Phase fee shall be paid to the ENGINEER. The amount for the Construction Phase fee shall be paid to the ENGINEER in monthly payments on an hourly rate basis.

II. Additional Services: The CLIENT will make monthly payments in response to the ENGINEER's monthly requests for payment for services rendered during the Design Survey based on percentage of work completed.

V. Items not included in Scope:

1. Environmental research or document preparation.
2. Parcel maps or metes and bounds for right of way or easements.
3. Design for utility relocations which may be required.

V. Services to be Provided by the CLIENT: The CLIENT shall furnish the following services and/or data that is necessary for the development and completion of this project.

1. Copy of available plats and as-builts for limits of each work area.
2. Copy of all available utility maps for the project areas.
3. Copy of all available current project information.
4. City of Boerne Standard Engineers Joint Contract Documents Committee (EJCDC) contract documents to be modified by PROVIDER as necessary for the project.

VI. Schedule:

- | | |
|---|---------|
| 1. Document review/Project kickoff/survey | 2 weeks |
| 2. 90% plan preparation | 6 weeks |
| 3. Final plans and contract documents | 2 weeks |
| 4. Bid Phase | 4 weeks |
| 5. Construction Phase | TBD |

Exhibit B
LNV, INC. RATE SCHEDULE

A. GENERAL/ADDITIONAL SERVICES

Engineering, Planning:

Principal	\$195.00/hr.
Project Manager	\$186.00/hr.
Sr. Project Engineer.....	\$170.00/hr.
Project Engineer	\$150.00/hr.
Engineer-in-Training II.....	\$105.00/hr.
Engineer-in-Training I.....	\$95.00/hr.
Designer	\$113.00/hr
Senior CADD Technician	\$99.00/hr.
CADD Technician	\$85.00/hr.
Construction Observer II	\$120.00/hr.
Construction Observer I	\$100.00/hr.
Clerical	\$66.00/hr.

Survey:

Professional Surveyor	\$146.00/hr.
Field Crew (2-Man)	\$180.00/hr.
Field Crew (3-Man)	\$215.00/hr.



GENERAL TERMS AND CONDITIONS

This Agreement between LNV, Inc. ("Provider") and _____ ("Client") consists of two parts: the Contract for Services and these General Terms and Conditions.

ASSIGNMENT – Client and Provider agree that, except as otherwise provided by this Agreement, neither Client nor Provider will assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Further, neither Client nor Provider will transfer any claims that they may have arising from this Agreement or the services performed hereunder.

BILLING AND PAYMENT – Client agrees to compensate the Provider for services as stated per the attached Agreement, including the Contract for Services. Services and expenses will be invoiced monthly. Invoice amounts are due within 30 days. Interest at the rate of 1 ½ percent per month applies to all outstanding invoices. In the event any amount becomes past due, the Provider may terminate the Agreement by sending 7 days' written notice of intent to terminate for cause.

CLIENT REPRESENTATIONS – By signing the Agreement, Client represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under the Agreement.

CONSEQUENTIAL DAMAGES – The Client and Provider both agree to waive any claims for consequential damages against each other. Consequential damages include, but are not limited to: lost profits; loss of rental income; rental expenses; interest expenses; loss of financing; and damages caused by delay in providing the Provider's services

CONSTRUCTION PHASE SERVICES – The Provider will observe the work as agreed for general compliance with the construction documents, but the Provider does not control or direct the contractor or subcontractors.

DELAYS – The Provider will not be liable for damages for delays, including delays due to force majeure.

DISPUTE RESOLUTION- This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any dispute under this Agreement shall be subject to mediation as a condition precedent to litigation in Nueces County, Texas.

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

JOBSITE SAFETY – The Provider 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 and/or the Client.

OWNER-PROVIDED INFORMATION – The Provider shall have the right to rely on the accuracy of any information provided by the Client or Client's consultants. The Provider will not review this information for accuracy.

OWNERSHIP OF INSTRUMENTS OF SERVICE – The Provider retains all intellectual property rights including common law,

statutory, and other reserved rights in the instruments of service, including copyrights. The Provider grants the Client a limited, nonexclusive license to use the Provider's instruments of service solely and exclusively for the Project subject to the Agreement. In the event the Client uses the Provider's instruments of service without retaining Provider or reuses such instruments of service on another project, the Client shall indemnify, defend, and hold harmless Provider from any and all losses, claims, expenses or liabilities arising from such unauthorized use. The Client further releases Provider for all claims and causes of action that arise from any unauthorized use. The license granted to Client under this Agreement shall terminate in the event the Client fails to pay Provider for all amounts owed under the Agreement.

PERMITS AND APPROVALS – It is the responsibility of the Client to obtain all necessary permits and approvals, unless provided otherwise in the Agreement. In the event permit assistance is provided, Provider does not and cannot guarantee, warrant, or represent that permits will be obtained.

PROPERTY INSURANCE – If applicable, Client agrees that it will procure, or cause to be procured, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the construction costs, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final completion of the Project, or until no person or entity other than the Client has an insurable interest in the property, whichever is later. The Client and the Provider waive all rights against each other, for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise.

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

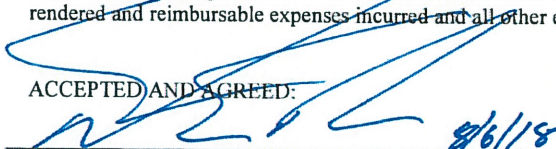
RIGHT OF ACCESS – The Provider shall have access to the job site whenever work is in preparation or in progress.

STANDARD OF CARE – Provider shall be held to the standard of care ordinarily provided by similar professionals practicing in the same locality under similar circumstances. In performing these services, Client agrees that Provider cannot guarantee perfection, and Client therefore understands that Provider makes no warranty as to the quality of its services and drawings.

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 Agreement 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 termination of the Provider for cause, Client shall pay Provider for all services rendered and reimbursable expenses incurred before termination. In the event of termination of Provider for convenience, the Client shall pay for all services rendered and reimbursable expenses incurred before termination together with Provider's lost profits as a result of such termination. In the event of a suspension of services, Client shall pay for all services rendered and reimbursable expenses incurred and all other expenses incurred by Provider by reason of the suspension.

ACCEPTED AND AGREED:


PROVIDER LNU, INC. Date 8/6/18
By: DEREK NAISER
Its: Exec. Vice President

CLIENT _____ Date _____
By: _____
Its: _____

