



## CONTRACT FOR SERVICES

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **LNV, Inc.** of 801 Navigation Blvd., Suite 300, Corpus Christi, Nueces County, Texas 78408 hereinafter referred to as **Provider**, and **The City of Aransas Pass, of W. Cleveland Boulevard, Aransas Pass, Texas 78336** 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 **RHODES AVE/BEASLEY UTILITY IMPROVEMENTS, ARANSAS PASS, TEXAS.**

#### **BASIC SERVICES:**

##### **A. DESIGN PHASE:**

1. Assemble and review existing data.
2. Establish initial design criteria and design constraints.
3. Preparation of detailed contract drawings on paper, and contract documents and specifications for construction as authorized by **Client**. These matters shall in all respects combine the application of sound engineering principles with a high degree of economy. Plans and specifications shall be in compliance with all applicable requirements.
4. Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items.

##### **B. BIDDING PHASE:**

1. Assist **Client** in the advertisements of the project for bids
2. Copy and distribute contract documents, plans and specifications to contractors and plan rooms.
3. Assist **Client** in the opening and tabulation of bids for construction of the project, and consult with **Client** as to the proper action to be taken, based on the engineering considerations involved.



4. Provide a recommendation to **Client** as to award of project.
5. Prepare formal contract documents.

### **C. CONSTRUCTION PHASE:**

1. One (1) visit to the site weekly of construction by Project Engineer 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 **Client's** right to request the **Provider** to make additional site visits to clarify construction issues.
2. In performing these services the **Provider** will endeavor to protect the **Client** against defects and deficiencies in the work of the contractor, but he cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations for the safety measures that the contractor takes or should take.
3. Consult and advise **Client**; issue all instructions to the contractor requested by **Client**; and prepare and issue routine change orders with **Client's** approval.
4. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the **Client** and covers only general conformance with the information given by the contract documents. The contractor is to review and stamp his approval on submittals prior to submitting to the **Provider**, and review by the **Provider** does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect work and the public or the necessity to construct a complete and workable facility in accordance with the contract documents.
5. Obtain and review monthly and final estimates for payments to contractor, and furnish to the **Client** any recommended payments to contractor and suppliers; assemble written guarantees which are required by the contract documents.
6. Conduct, in company of the **Client**, a final inspection of the project for compliance with the contract documents, and submit recommendations concerning project status, as it may affect the **Client's** final payment to the contractor.

### **SPECIAL SERVICES:**



**A. TOPOGRAPHIC SURVEY:**

1. Perform a topographic survey of all surface features, with elevations, within the street right of ways adequate for the design and development of plan and profile sheets for the project.
2. Establish control points and benchmarks to be used during design and construction.
3. Locate all existing utility lines within the street right of way, to include flowlines, depths and sizes.

**B. CONSTRUCTION INSPECTION PHASE:**

1. Three (3) visits to the site weekly by Construction Observer 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.

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

**BASIC SERVICES:**

A. DESIGN PHASE:	\$	130,000
B. Bidding phase:	\$	13,000
C. Construction phase:	\$	43,900

**SPECIAL SERVICES:**

A. TOPOGRAPHIC SURVEY:	\$	62,400
B. CONSTRUCTION OBSERVATION:	\$	103,900

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TOTAL FEE:	\$	353,200
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*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**.*

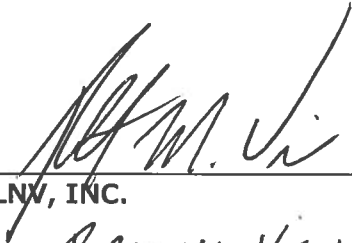
**All invoicing will be submitted on a monthly basis based on percent of completion. Payments not received within thirty (30) days of the date of invoice will cause interest at the rate of 1.5% per month to accrue on any outstanding balance. All other conditions apply as stipulated on attached **General 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. 1/8/2018  
Date

By: ROBERT M. VIERA  
Its: VICE PRESIDENT

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City of Aransas Pass                      Date

By:  
Its: