

**RESOLUTION NO. R-20-57**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH LAMP RYNEARSON, INCORPORATED, IN AN AMOUNT NOT TO EXCEED \$99,988.00 FOR THE COMPLETION OF A WATER TREATMENT MASTER PLAN, PROJECT WP2187.**

WHEREAS, the development of a water treatment master plan was identified as a City Council goal; and

WHEREAS, the City issued a Request for Proposals and Lamp Rynearson, Incorporated was selected to perform the work.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:**


THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Lamp Rynearson, Incorporated, for professional engineering services for City Project No. WP2187 in an amount not to exceed Ninety Nine Thousand Nine Hundred and Eighty Eight Dollars and 00/100, (\$99,988.00); and

FURTHER, THAT, funds for such purpose are budgeted in the CWSS Fund.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 14<sup>TH</sup> DAY OF DECEMBER, 2020.**

  
Jean B. Moore, Mayor

Attest:

  
Ruth Bocchino, City Clerk



## *Request for Council Action*

RES  # 20-57

BILL  # City Clerk Only

ORD # City Clerk Only

Date: 12/9/2020

Department: Public Works

Meeting Date Requested: 12/14/2020

Public Hearing: Yes  Date: [Click here to enter a date.](#)

Subject: Water Treatment Master Plan, Project WP2187

Background: The City of Gladstone funded a study to review the City's water treatment plant and other facilities in FY2021. A Request for Proposals (RFP) was issued seeking a qualified firm to complete the work. The City received 2 responses to the RFP and a 3-person committee comprised of staff selected Lamp Rynearson with which to negotiate a contract.

Budget Discussion: Funds are budgeted in the amount of \$ 150,000.00 from the CWSS Fund. Ongoing costs are estimated to be \$ N.A. annually. Previous years' funding was \$N.A.

Public/Board/Staff Input: Based on all available information, staff is recommending that the City execute a professional engineering services agreement with Lamp Rynearson, Incorporated for a time and materials price not to exceed \$99,988.00 at the next regularly scheduled City Council meeting.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Tim Nebergall  
Department Director/Administrator

City Attorney

City Manager

R-20-57

## PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of January, 2021, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and Lamp Rynearson, Inc., hereinafter referred to as the "Engineer".

*WITNESSETH:*

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the City; and

WHEREAS, the City desires to engage the Engineer to render professional engineering services for the project described in this Agreement, and the Engineer is willing to perform such services.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties hereto hereby agree as follows:

### ARTICLE I

#### DESCRIPTION OF PROJECT

**Description of Project – Refer to Exhibit A**

### ARTICLE II

#### ENGINEER'S SCOPE OF SERVICES

1. The Engineer shall perform professional engineering services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit A, which is attached hereto and incorporated by reference herein.
2. The Engineer hereby agrees that, immediately upon execution of this Agreement and upon receipt of a "Notice to Proceed" from the City, it will enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule specified in Section C of Article IV. The City is not liable and will not pay the Engineer for any services rendered before the Engineer receives written authorization.
3. If any delay is caused to the Engineer by order of the City to change the design or plans; or by failure of the City to designate easements, right-of-way, or to supply or cause to be supplied any data not otherwise available to the Engineer which is required in performing the work described; or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the time schedules will be adjusted equitably, in writing, as mutually agreed between the City and the Engineer at the time a cause for delay occurs.



## **ARTICLE V**

### **OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS**

1. The field notes, design notes, original drawings, as instruments of service, are and shall remain, the property of the Engineer; however, the City shall be furnished five (5) hard copies of the report and supporting documentation. The Engineer shall also deliver all electronic information on DVD in AutoCAD format or through another mutually agreeable file sharing format.
2. The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body. The Engineer shall have no liability for defects in the services attributable to the Engineer's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the City or third parties retained by the City.
3. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests which are developed in the course of work for the City and for which compensation has been received by the Engineer.

## **ARTICLE VI**

### **TERMINATION**

1. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party and the failure by the breaching party to cure or commence proceedings in good faith to remedy such breach within fifteen (15) days after receipt of such written notice.
2. This Agreement may be terminated by the City for its convenience upon fifteen (15) days prior written notice to the Engineer.
3. In the event of termination, as provided in this Article, the Engineer shall be paid as compensation in full for services performed to the date of such termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

## **ARTICLE VII**

## **ASSIGNMENT**

This Agreement shall not be assignable except at the written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto., except that it may be assigned without such consent to the successor of either party, or to a related entity, an affiliate or wholly owned subsidiary of either party, but such assignment shall not relieve the assigned party of any of its obligations under this Agreement.

## **ARTICLE VIII**

### **DISCLOSURE**

The Engineer hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two years preceding the execution of this Agreement.

## **ARTICLE IX**

### **INDEMNITY**

The Engineer agrees to indemnify, and hold harmless the City of Gladstone and its officers, agents, and employees from and against all suits, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any negligent act, error, or omission of the engineer or its agents or employees. The Engineer is not required hereunder to defend the City of Gladstone, its officers, agents or employees, or any of them from assertions that they were negligent, or indemnify and save them harmless from liability based on the City, its officers, agents or employees' negligence. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

## **ARTICLE X**

### **INSURANCE**

The Engineer agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Missouri, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or

canceled until at least ten (10) days prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

**Workmen's Compensation Insurance.** Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri.

**Liability Insurance.** Professional Liability insurance in an amount not less than \$2,000,000 Combined Single Limit and Automobile Liability insurance in an amount not less than \$1,000,000 Combined Single Limit with hired car and non-owned vehicle coverage or a separate policy carrying similar limits, and an amount of not less than \$1,000,000 for Property Damage to protect the Consultant and its agents from claims which may arise from services rendered under this Agreement, whether such services are rendered by the Consultant or by any of its agents or by anyone employed by either.

## **ARTICLE XI**

### **DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the Engineer shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

## **ARTICLE XII**

### **STANDARD OF CARE**

Engineer will perform the Services in accordance with the standards of care and diligence normally practiced by recognized engineering firms in performing services of a similar nature in existence at the time of performance of the Services. If, during the one year period following completion of the Services under a particular Request for Service, it is shown there is an error in the Services provided under such Request for Services caused solely by the Engineer's failure to meet such standards and the City has notified the Engineer in writing of any such error within that period, the Engineer shall re-perform, at no additional cost to the City, such Services within the original scope of Services as may be necessary to remedy such error.

## **ARTICLE XIII**

### **PRE-EXISTING CONDITIONS**

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall not be assumed by the Engineer. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the site or sites concerned which was not brought onto such site or sites by the Engineer for the exclusive benefit of the Engineer to the extent the City is responsible for such contamination.

## **ARTICLE XIV**

### **FORCE MAJEURE**

Engineer shall not be in default under this Agreement for delays in performance caused by circumstances beyond its reasonable control. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; lockouts, work slowdowns, and other labor disturbances; riots; sabotage; judicial restraint; and, inability to procure permits, licenses or authorizations from governmental agencies for any of the supplies, materials, access or services required to be provided under this Agreement.

Should such circumstances occur, the Engineer shall give the City written notice of such event within a reasonable time and the parties shall mutually agree on a reasonable extension of the project schedule and adjustment to the Engineer's compensation.

## **ARTICLE XV**

### **WORKER AUTHORIZATION**

Pursuant to Section 285.530(1), RSMo., by its sworn affidavit in substantially the form attached hereto and incorporated herein, the Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. Furthermore, the Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the services provided for in this Agreement.



**ARTICLE XVI**

**ADMINISTRATION OF AGREEMENT**

The City Manager, or his authorized representative, shall administer this Agreement for the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Lamp Rynearson, Inc. (Engineer)

Engineer: 

Attest: 

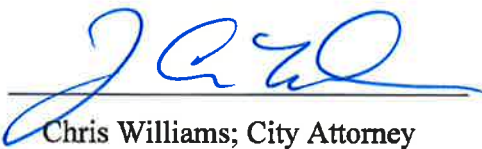
By: Anthony P. O'Malley

Title: Office Leader

City of Gladstone, Missouri

By:   
Scott Wingerson; City Manager

 1/6/21  
Ruth Bocchino; City Clerk

Reviewed by the legal department:   
Chris Williams; City Attorney

## **Exhibit A**

### **SCOPE OF SERVICES**

Develop a Water Treatment Master Plan that meets current and future projected requirements while maintaining affordable rates. All aspects of the water supply, treatment and finished water storage process are to be considered during the development of the Master Plan, including but not limited to:

- Water quality and the ability to meet current regulatory limits and anticipated (the next five years) regulatory limits for any emerging contaminants of concern
- The well field and raw waterline
- Physical treatment structures – the building, basins, etc.
- Major electrical systems – existing switchgear and need for alternate power (generator)
- SCADA system – control, computers, and software
- Chemical feed systems – lime feed and disinfection
- Process equipment – solids contact basins, filters, pumps, piping, valving, etc.
- Sludge blowdown, storage, and disposal
- Finished water storage facilities – inspection of facilities and review of needs, including the long-term structural viability of the Linden Tower and operational requirements needed to allow maintenance of the Antioch Tower.

Project phases and tasks will be as follows:

#### **PRELIMINARY STUDY PHASE (30%)**

- Conduct project kick-off meeting with the City to establish lines of communication and review scope of work, schedule, and goals. Discuss known issues to be addressed with master plan.
- Review existing reports and studies including the 2009 Water Sustainability Master Plan and the 2015 Water Distribution Master Plan.
- Review existing water treatment plant process, operations, operational records and test data.
- Interview City staff and record concerns and experiences with the water system
- Review water quality operating data
- Review the City's current method of disinfection, disinfection chemical storage and handling
- Review disinfection byproduct data
- Summarize population data in a short paragraph

- Review the last five years production and sales data and provide a summary of the that data.
- Review pending (5 year) regulatory changes.
- Request and review other supporting data
- Attend a progress meeting to review findings with City staff. Address review comments and concerns of operation and management staff.
- Evaluate the wells and raw waterline
- Inspect the structural condition of the treatment building, solids contact basins, clearwell exterior, and high service pump building.
- Inspect the treatment equipment
- Review the City's existing system storage and the long-term viability of the Linden Water Tower located at N. Oak Trafficway and NE 72nd Street.
- Inspect the physical condition of the clearwells, five-million-gallon tank, Antioch tower and the Linden tower.

#### ALTERNATIVES DEVELOPMENT PHASE (60%)

- Evaluate the 480-volt electrical system, including the switchgear and back-up power generation
- Evaluate and recommend replacement alternatives for the SCADA and computer systems.
- Determine alternatives to reduce disinfection byproducts
- Review process ability to meet possible regulatory changes and recommend improvements to meet new rules including Lead and Copper, Disinfectant Byproducts, Chromium, and others
- Prepare a water quality statement
- Review the chemical feed systems, particularly the lime and chlorine feed systems. Evaluate replacement options for the lime feeders. Review the City's current method of disinfection and recommend improvements as necessary, including the evaluation of alternate forms of chlorine, and whether to purchase or produce disinfectant on site.
- Recommend improvements that address the safety of plant personnel and the surrounding community as necessary
- Develop performance criteria for treatment alternatives, i.e. what can be expected from each new process and what is its effect on the combined treatment train.
- Investigate the identified processes as to how well each will perform and what effect each will have on the overall treatment process. No process is perfect, and every treatment alternative has

negative and positive aspects. What are they? Investigations will include capital cost, O&M cost, operational difficulty, reliability, life-cycle analysis, and space requirements.

- Develop water treatment system process equipment technical memorandum
- Using the City's existing hydraulic model, determine system needs and recommended procedure to remove the Antioch tank from service for maintenance.
- Develop water treatment system storage technical memorandum

#### MASTER PLAN PHASE (100%)

- Based on findings, make recommendations for supply, treatment, and storage improvements.
- Prepare budgetary opinions of probable construction cost for all alternatives.
- Review funding alternatives for treatment plant improvements and the availability of possible grants.
- Develop Capital Facilities Fee evaluation.
- Develop Capital Improvements Program technical memorandum.
- Develop a report and long-range (fifteen year) capital improvements plan based on the findings of the analysis with recommended improvements. Report format shall meet all potential funding sources requirements and be in accordance with the requirements of the Missouri Department of Natural Resources.
- Present findings to the City Council and other interested parties.
- Incorporate City's comments into the final Master Plan report and submit Final Report.