

**RESOLUTION R-23-37**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH LAMP RYNEARSON, INCORPORATED IN THE TOTAL AMOUNT NOT TO EXCEED \$98,700.00 FOR THE COMPLETION OF A WATER SERVICE LINE MATERIALS INVENTORY, PROJECT WP2486.**

**WHEREAS**, water systems are required to develop a service line materials inventory by October 2024 as part of the EPA Lead and Copper Rule Revisions (LCRR); and

**WHEREAS**, staff issued a Request of Proposals (RFP) seeking assistance with this project; and

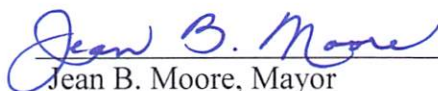
**WHEREAS**, a total of four (4) proposals were received and staff selected Lamp Ryneerson, Incorporated to begin contract negotiations.

**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 enter into a professional engineering services agreement with Lamp Ryneerson, Incorporated in the total amount not to exceed \$98,700.00 to complete the work.

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

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 10TH DAY OF JULY 2023.**

  
Jean B. Moore, Mayor

ATTEST:

  
Kris Keller, City Clerk



## ***Request for Council Action***

**RES** ☒ **# R-23-37**

**BILL** ☐ **# City Clerk Only**

**ORD** **# City Clerk Only**

Date: 6/30/2023

Department: Public Works

Meeting Date Requested: 7/10/2023

Public Hearing: Yes ☐ Date: Click here to enter a date.

**Subject:** Professional Engineering Services Agreement, Project WP2486, Lead and Copper Rule Revisions (LCRR) Water Service Line Materials Inventory

**Background:** Water systems are required to develop a service line materials inventory (both the public and private side) by October 2024 as part of the EPA Lead and Copper Rule Revisions (LCRR). The primary goal of the program is to identify and ultimately remove lead service lines from the system. The number of lead service lines in Gladstone is minimal; however, the City is still required to complete the inventory. City staff issued a Request for Proposals (RFP) seeking assistance on this project and received four (4) responses and Lamp Rynearson, Incorporated was selected.

**Budget Discussion:** The project is budgeted in the CWSS Fund.

**Public/Board/Staff Input:** Staff recommends the City execute a professional engineering services agreement with Lamp Rynearson, Incorporated in an amount not to exceed \$98,700.00 for the completion of the project. Please note, a second contract will be presented to Council at a future date for excavation services that may be required as part of the project.

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

Timothy A. Nebergall  
Department Director/Administrator

JM  
City Attorney

BB  
City Manager

## PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of July, 2023, 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

Completion of a water service line inventory in accordance with DNR standards.

### 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.

4. Since the work of the Engineer must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Engineer shall advise the City in advance, of all meetings, and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

### **ARTICLE III**

#### **CHANGES IN SCOPE**

If changes occur either in the Engineer's Scope of Services or the Description of the Project, a supplemental agreement for additional services may be negotiated at the request of either party.

### **ARTICLE IV**

#### **ENGINEER'S FEE**

##### **1. Basic Fee and Schedule.**

- a) As compensation for Basic Services as described in Exhibit A of this Agreement, and for services required in the fulfillment of the terms and conditions of this Agreement, the Engineer shall be paid a "Basic Fee", which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee for services shall be based upon time and materials expended on the project and shall not exceed \$98,700.00 as summarized below:

a. Scope Items 1 thru 6	\$21,740.00
b. Scope Items 7 thru 9	\$66,000.00
c. Scope Items 10 thru 12	<u>\$10,960.00</u>
Total	\$98,700.00

- b) **Payment Schedule for Compensation.** The Compensation shall be paid in monthly installments based upon time and materials expended by the Engineer. The Engineer shall provide City with a monthly invoice. The invoice shall summarize, by phase, hours worked, standard billing rates, and a summary of expenses incurred over the billing period. The City shall pay invoices within thirty (30) days of receipt of such invoice.

2. **Payment for Additional Services** - The City and Engineer shall negotiate a written supplemental agreement with the Engineer for additional services should the need arise for work beyond the agreed upon scope of services.

### **ARTICLE V**

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

## **RECORDS**

1. The field notes, design notes, original drawings of the construction plans, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Engineer; however, the City shall be furnished, at no additional cost, one set of reproducible Mylars of the original drawings of the work. Mylars shall be polyester with clear matte on both sides. The Engineer shall also deliver all electronic information on CD in Autocad 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 were 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 as 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.



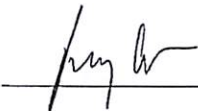
ARTICLE XVI

ADMINISTRATION OF AGREEMENT

The City Manager, or their 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.

Engineer: Lamp Rynearson, Inc.

Engineer: 

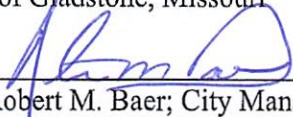
Attest: \_\_\_\_\_


By: Terry Atkins

Title: Chief Operating Officer

City of Gladstone, Missouri

Attest: 

By:   
Robert M. Baer; City Manager

  
Kris Keller; City Clerk

## **EXHIBIT A – SCOPE OF SERVICES**

1. Meet with the City to clarify project goals and expectations.
2. Collect the following information from City records (City to provide information and plans digitally):
  - a. Plans pertaining to the installation of water mains or service lines in electronic form where available.
  - b. Meter service data
3. Utilize the Clay County Assessor GIS data, (provided by the City), to analyze property data to identify construction dates for properties that may need investigated and/or replaced. Create a database by incorporating Clay county data for all lots within City limits, property address, building type and construction year. Analyze the construction year against the federal lead ban date or an alternative date as requested by the City. This information will be shown as point data within the City's GIS and color-coded for quick visualization by city staff to prioritize areas for further research or investigation.

Setup blank attribute fields within the database for city side and customer side material, meter number, water service start date and picture functions which will enable the City staff or a third party contractor to enter and populate additional information.

4. Create a database of all lots within City limits. Database shall contain the following information:
  - a. Address
  - b. Building Type
  - c. Year built
  - d. City meter number
  - e. Year City began providing water service to lot
5. Based upon Items 2 and 3, determine the following (if feasible) for each customer:
  - a. Water Main Material
  - b. Connector or Gooseneck Material
  - c. Was lead ever upstream of this customer
  - d. City side service line material, size, and year of installation
  - e. Customer side service line material, size, and year of installation
  - f. Any on-site treatment
6. Prepare information brochure with questionnaire for City to mail to all water system customers pertaining to service line coming into their building. Questionnaire to request the following information:
  - a. Is plumbing material original with building construction
  - b. If yes, what is plumbing material (Copper, galvanized steel, PVC, PE, or PEX?) Circle one or more.
  - c. If no, what was original plumbing material and new material
  - d. Service line material into building based upon scratch color and magnetism
  - e. Has service line ever been replaced? Year and material of replacement

**f. Photograph of service line if possible**

- 7. Perform visual inspection of meter pits where City records could not be used to determine service line material and signs of lead service line utilization. If signs of lead materials are present, inspection is complete. Assume 1,000 meters to be inspected.**
- 8. Where City records provide service line material, perform visual inspection of service line on 10% of service lines to validate plan accuracy. Visual inspection shall include opening the meter lid and assessing the service line material entering and exiting the meter pit. Assume 500 meters to be inspected.**
- 9. For remaining water services with undetermined service line material, incorporate field data collected for the City (by others) into the database. It is anticipated that this data will be collected by vacuum excavation or other method approved by the City.**
- 10. Integrate workflows into the city's web-based GIS to populate a Lead Service Line Inventory report to show material and replacement priority and export information to the database. This information can be customized to provide city decision-makers with predictive analysis based on the variables set forth by the city for determining unknown materials**
- 11. Prepare MDNR Lead Line Service Inventory Report (excel). Review findings with City.**
- 12. Submit Lead Line Service Inventory Report to Missouri Department of Natural Resources to fulfill the requirements for the lead service line inventory.**

EXHIBIT B

CITY OF GLADSTONE, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530, RSMo  
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.


**KNOWINGLY:** A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

**BEFORE ME,** the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Terry Atkins and I am currently the Chief Operation Officer of Lamp Rynearson, Inc (hereinafter "Contractor"), whose business address is 14710 West Dodge Road, Suite 100, Omaha, NE 68154, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the \_\_\_\_\_ contracted between Contractor and the City of Gladstone, Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

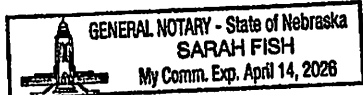
Affiant

  
\_\_\_\_\_

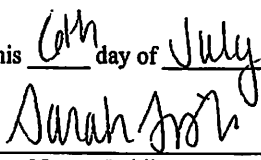
Printed Name

\_\_\_\_\_ Terry Atkins \_\_\_\_\_

Subscribed and sworn to before me this 6th day of July, 2023



Notary Public

  
\_\_\_\_\_

SEAL