

RESOLUTION R-24-31

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH LAMP RYNEARSON, INCORPORATED IN THE TOTAL AMOUNT NOT TO EXCEED \$784,167.39 FOR THE COMPLETION OF DESIGN OF WATER TREATMENT PLANT IMPROVEMENTS, PROJECT WP2492B.

WHEREAS, design services are required for the Water Treatment Plant Improvements; and

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

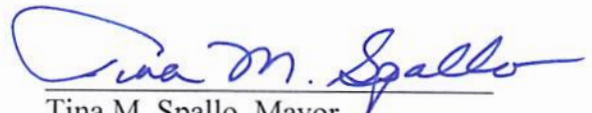
WHEREAS, a total of three (3) proposals were received and staff selected Lamp Ryneerson, Incorporated, to begin contract negotiations.

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 \$784,167.39 to complete the work.

FURTHER, THAT, funds for such purpose are available from the 2024 COP and budgeted in the CWSS Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 10TH DAY OF JUNE 2024.


Tina M. Spallo, Mayor

ATTEST:


Kris Keller, City Clerk



Request for Council Action

RES ☒ **# R-24-31**

BILL ☐ **# City Clerk Only**

ORD **# City Clerk Only**

Date: 5/28/2024

Department: Public Works

Meeting Date Requested: 6/10/2024

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

Subject: Contract Award, Design of Water Treatment Plant Improvements, Project WP2492B

Background: Gladstone issued a request for proposals (RFP) for the design of water treatment plant improvements. A total of three (3) firms responded to this request. Formal interviews were conducted on April 17, 2024 and it was the recommendation of the selection committee to begin contract negotiations with Lamp Rynearson, Incorporated.

Budget Discussion: Funds are available from the 2024 COP and 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 \$784,167.39 for the completion of the project. Services will be billed on a time and material basis to the following limits:

Project Design	\$485,677.52
Construction Administration	\$213,799.47
Construction Observation	<u>\$ 84,690.40</u>
Total	\$784,167.39

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
DESIGN OF WATER TREATMENT PLANT IMPROVEMENTS
PROJECT# WP2492B**

THIS AGREEMENT, made and entered into this 26 day of June, 2024, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and Lamp Rynearson, Incorporated, 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

The design of water systems improvements recommended in the 2022 Water Treatment Master Plan and funded by the FY24 COP. Refer to Exhibit A for a detailed scope of services and estimated man-hours.

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

The parties agree that small changes in scope may be required through the design process. A supplemental agreement for additional services may be negotiated at the request of either party for significant changes in scope.

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 based upon the actual time and materials expended on the project and shall not exceed the following limits:

Project Design	\$485,677.52
Construction Administration	\$213,799.47
Construction Observation	<u>\$ 84,690.40</u>
Total	\$784,167.39

- 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.
- c) **Project Schedule.** Refer to Exhibit A.

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 per claim 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. Furthermore, by its sworn affidavit in substantially the form attached hereto as Exhibit C and incorporated herein, Contractor hereby affirms for the duration of this agreement to not engage in the boycott or discrimination of Israel as defined in Section 34.600, RSMo.

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 as Exhibit B 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.

Engineer

Lamp Ryneerson, Incorporated

By: _____

Title: Chief Operating Officer

Attest: _____

[Signature]
Senior Project Manager

City of Gladstone, Missouri

By: _____

Robert M. Baer; City Manager

Attest: _____

[Signature]
Kris Keller; City Clerk

Reviewed by the legal department: _____

[Signature]
Chris Williams; City Attorney

EXHIBIT A

Provide engineering services to include design, bid, construction administration and observation services for the water treatment plant improvements.

The improvements generally include those identified in the 2022 Water Master Plan prepared by Lamp Rynearson associated with the well field, water treatment plant, and 5MG storage building, including:

- Well electrical improvements and painting
- Filter building electrical service and distribution equipment replacement
- Filter building backup generator
- Filter building and pump house structural repairs
- Filter building roof replacement
- Primary and secondary basin structural and equipment repairs and painting
- Filter building HVAC improvements
- Filter media replacement and cell painting
- Filter valves & operators
- Flow meters
- Lime slaker and CO2 feeder replacement
- Conversion to bulk sodium hypochlorite
- 5 MG Building electrical improvements

In addition, alternatives will be developed and reviewed to provide additional storage/staff facilities at the water treatment plant, which may include remodeling existing areas or constructing new space, either as a free standing structure or an addition to the existing filter building. The maximum engineering fee is based upon design of a new building being single story with a maximum area of 600 square feet. A cost estimate will be provided with each alternative. If design of an alternative is approved, a single additional cost estimate of that alternative will be provided at design completion.

Work may be performed under several contracts, as traditional design/bid/build and/or turnkey contracts.

During design phases, Engineer shall prepare an updated cost estimate, project documents including plans and specifications as directed by the Owner and assist with bid/proposal solicitation and evaluation.

Engineer shall prepare plans, specifications, design memorandum and construction permit application for submittal to MDNR for the conversion to sodium hypochlorite.

Coordinate with owner and suppliers for the acquisition and layout of new equipment such as slakers and the generator.

Provide construction administration services including meeting coordination (kickoff and monthly progress meetings), submittal review, review of applications for payment, availability for consultation, on-call site visits as requested by staff, preparation of Change Orders, and substantial/final review. Budgeting is based upon an average of four hours per week during a one-year period of active construction for consultation and on-call visits. The budget also assumes no single submittal will be reviewed more than three times.

Provide construction observation services at the direction of the Owner, including attending meetings, part time observation of construction, and preparing weekly reports. The observation budget allows for an average of two visits per week over a one-year period of active construction.

Provide commissioning of electrical systems and perform an arc flash/coordination study.

Proposed Schedule

Notice to Proceed	June 11, 2024
Plan Development	June 11, 2024 to Oct 15, 2024
MDNR submittal	Nov 1, 2024
Bid Phases separate contracts	July 15, 2024 to Dec 1, 2024

Exclusions

- Geotechnical Investigation

Lamp Rynearson, Inc.	
Kansas City Office	
HOURLY RATE SCHEDULE	
April 7, 2024 – April 5, 2025	
Position / Title	\$ - Hourly Rate
Office Leader II	306.00
Sr. Advisor	316.00
Sr. Group Leader III	298.00
Sr. Group Leader II	278.00
Practice Lead III	264.00
Practice Lead II	237.00
Practice Lead I	196.00
Sr. Project Manager V	239.00
Sr. Project Manager IV	224.00
Project Manager IV	198.00
Project Manager III	182.00
Project Architect I	154.00
Sr. Land Planner II	178.00
Land Planner II	125.00
Sr. Landscape Architect II	178.00
Sr. Landscape Architect I	153.00
Sr. Project Engineer I	157.00
Project Engineer IV	147.00
Project Engineer III	135.00
Project Engineer II	124.00
Project Engineer I	113.00
Engineering Intern I	75.00
Sr. G.I.S. Specialist I	121.00
3D Technician II	122.00
Sr. Project Designer I	149.00
Engineering Technician	97.00
Construction Observer V	122.00
Construction Observer I	68.00
Sr. Geomatics Group Leader III	267.00
Sr. Survey Project Manager II	141.00
Sr. Survey Technician II	114.00
Party Chief III	146.00
Survey Field Tech III	106.00
Survey Field Tech II	94.00
Sr. Marketing Coordinator I	112.00
Marketing Coordinator I	92.00
Office Services Manager	150.00
Project Administrator IV	115.00
Administrative Assistant II	78.00
Item	\$ - Charge Rate
Reproduction	Vendor cost, plus 15%
Mileage	\$0.67/mi
Administration of Subconsultants	Actual cost, plus 10%

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 MISSOURI)
COUNTY OF Jackson) ss.

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 Regan Pence, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Regan Pence and I am currently the Office Leader of Lamp Rynearson (hereinafter "Contractor"), whose business address is 9001 State Line Rd, Ste. 200, Kansas City, MO 64114 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 design of the Gladstone water treatment plant, project #WP2492B 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.

Regan Pence
Affiant

Regan Pence
Printed Name

Subscribed and sworn to before me this 13th day of May, 2024.

Rhonda A Griego
Notary Public

SEAL

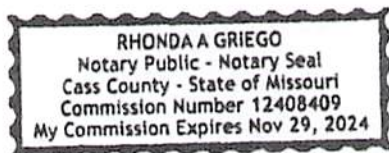


EXHIBIT C

CITY OF GLADSTONE, MISSOURI
ANTI-DISCRIMINATION AGAINST ISRAEL AFFIDAVIT
PURSUANT TO 34.600, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$100,000.00)

STATE OF MISSOURI)
COUNTY OF DeKalb) ss.

Pursuant to RSMo 34.600, Company is not currently engaged in, and shall not, for the duration of this contract with the City of Gladstone, Missouri, engage in a "Boycott of the State of Israel" as defined in RSMo 34.600 in regards to:

- a. Goods or services from the State of Israel;
- b. Companies doing business in, or with, the State of Israel;
- c. Companies authorized by, licensed by, or organized under the laws of the State of Israel; or,
- d. Persons or entities doing business in the State of Israel.

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

1. My name is Regan Pence and I am currently the Office Leader of Lamp Rynearson (hereinafter "Contractor"), whose business address is 9001 State Line Rd, Ste. 200, Kansas City, MO 64114, 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.

Regan Pence

Affiant

Regan Pence

Printed Name

Subscribed and sworn to before me this 13th day of May, 2024.

Rhonda A Griego
Notary Public

SEAL

