

**Board of Aldermen**

**Special Meeting**

**December 19, 2023**

**Packet**

# Staff Summary Report

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<b>MEETING DATE:</b>	12/12/2023
<b>AGENDA ITEM:</b>	
<b>AGENDA TITLE:</b>	Contract

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<b>ACTION REQUESTED BY:</b>	Stacey Houston
<b>ACTION REQUESTED:</b>	Approve Lead Service Line Inventory Contract with Archer-Elgin- TO18
<b>SUMMARY BY:</b>	Stacey Houston

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## PROJECT DESCRIPTION / FACTS

The Lead Service Line Inventory project is to meet EPA's mandate for an "initial inventory" of lead service lines in the city. The City is expected to perform this initial inventory and submit a database to MDNR by October 16, 2024. The scope of this project will consist of:

- Review available records to determine likelihood of lead presence for all connections.
- Physical Inspection may include observing the meter pit, customer service line entry point, excavate and expose the service line for inspection.
- Service line material information will be compiled and entered into the City's Diamond Maps GIS database.
- Submission of the Lead Service line Inventory spreadsheet to MDNR by October 16, 2024, or sooner.

## PROCUREMENT

Request for proposals were published on the City's website on March 06, 2023, and subsequently in The Salem News on March 07, 2023. City staff reviewed all submitted qualification packages that were due by April 07, 2023.

The delay in getting this contract before the board has been due to requirements placed upon the contract by the ARPA funding and DNR regulations.

## FISCAL IMPACTS

The Lead Service Line Inventory project is part of the \$150,000 ARPA funds received with a local match of \$30,000 for total project funding of \$180,000.

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**SUPPORT DOCUMENTS:** Task Order # 18

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve Task Order #18 to the original contract between Archer-Elgin and the City of Salem, for performing a Lead Service Line Inventory for the amount of \$180,000.

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AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN AND EXECUTE TASK ORDER NO. 18 PERTAINING TO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND C. M. ARCHER GROUP, P.C. DATED FEBRUARY 3, 2020, FOR ENGINEERING SERVICES RELATED TO THE LEAD SERVICE LINE INVENTORY PROJECT.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM MISSOURI AS FOLLOWS;

**Section 1.**

That the Mayor is hereby authorized to sign and execute on behalf of the City of Salem, Missouri TASK ORDER NO. 18 pertaining to an Agreement by and between the City of Salem, Missouri (“Owner”) and C. M. Archer Group, P.C. (“Engineer”) dated February 3, 2020, and sign all documents related to this project for professional services related to the Lead Service Line Inventory Project.

**Section 2.**

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

**Section 3.**

This Ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 18<sup>th</sup> DAY OF DECEMBER 2023.

APPROVED:

ATTEST:

\_\_\_\_\_  
Greg Parker  
Mayor

\_\_\_\_\_  
Tammy Koller  
City Clerk

APPROVE AS TO FORM:

\_\_\_\_\_  
James Weber  
City Attorney

**City of Salem Missouri**  
**LEAD SERVICE LINE INVENTORY**  
**TASK ORDER NO. 18**

This Task Order pertains to an Agreement by and between the City of Salem, Missouri, (“OWNER”), and CM Archer Group, P.C., dba Archer-Elgin (“ENGINEER”), dated February 3, 2020, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. Upon execution, this Agreement as it pertains to the project described below.

PROJECT NAME: Lead Service Line Inventory

PART 1.0 PROJECT DESCRIPTION:

The project scope shall include an initial inventory of lead service lines in the water distribution system. It is understood that this initial inventory will not be exhaustive and will result in unknown service line materials to be investigated in an ongoing effort.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

A. HISTORICAL RESEARCH

ENGINEER shall review available records to determine likelihood of lead service line presence for all service connections. This will consist of building permits, construction record drawings, maintenance records, County Assessor’s data and historical satellite imagery.

B. PHYSICAL INSPECTION

Based upon the historical research, ENGINEER shall select a statistical sample of service lines to physically inspect and identify service line material. Physical inspections may include observing the meter pit, customer service line entry point, or utilization of hydro-vac equipment to excavate and expose the service line for inspection. The number of physical inspections will be partially based upon the records research and will likely be limited by available budget. We anticipate our field crews will physically inspect approximately 15% of the service lines. Excavation will be backfilled with sand and topped with topsoil, seed and straw. Pavement (if encountered) will be patched with non-shrink grout.

B. GIS MAP/DATABASE

ENGINEER shall compile the service line material information into the City's Diamond Maps database. It is understood that the database is set up to meet the MDNR inventory spreadsheet requirements.

C. MDNR SUBMITTAL

The GIS database will be exported to populate the MDNR inventory spreadsheet. ENGINEER shall assist the City with submittal to MDNR to meet the October 16, 2024 deadline.

The ENGINEER agrees to take steps to ensure that disadvantaged business enterprises (DBE's) are utilized when possible as sources of supplies, equipment, construction, and services as required by 2 CFR 200.321.

PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement.
- B. Provide all criteria and full information as to OWNER's requirements for the Project, including maps, record drawings, building permit records, GIS database, and Dent County Assessor's database.
- C. Provide location to dispose of excavation spoils.
- D. Arrange for access for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- E. OWNER agrees to indemnify, defend, and hold harmless ENGINEER and employees from and against all claims, losses, damages, cause of action, suits, liability, or every kind including all expenses of litigation, cost to cure, court costs, and attorney fees resulting from inaccurate or insufficient information, data, or instructions provided by the OWNER, employees, ENGINEER, or agents.

PART 4.0 PERIODS OF SERVICE:

Work to be complete and submitted to permitting authorities within 10 calendar months, subject to delays beyond the ENGINEER's control.

PART 5.0 PAYMENTS TO ENGINEER:

A. BASIC SERVICES

The OWNER shall compensate the ENGINEER for the tasks specified on a lump sum basis plus reimbursable expenses in the amounts and in the manner stated below:

A, C & D Historical Research, GIS & MDNR Submittal	\$ 73,750.00
B – Physical Investigation (Allowance)	\$ 106,250.00
Total =	\$ 180,000.00

Payment for Scope Item B shall be based upon a daily rate of \$4,250 per day for field investigation crew. The number of service line inspections will be based upon the actual number of services that can be inspected in a day.

The above fees shall not be exceeded except by contract amendment.

C. PAYMENTS TO ENGINEER

Invoices will be submitted to OWNER by ENGINEER monthly based on a percent completion as determined by ENGINEER. Invoice will be due and payable upon receipt; the OWNER agrees to render all payments within thirty days of receipt of invoices. The OWNER shall make payment in accordance with section 8.960, RSMo.

PART 6.0 ADDITIONAL CONDITIONS:

The following conditions shall be part of the agreement:

A. All work performed within the scope of this Contract shall be subject to the requirements of the Revised Statutes of Missouri, Title XVIII – Labor and Industrial Relations, Chapter 290 – Wages, Hours and Dismissal Rights. Annual Wage Order is attached.

B. Provisions to Terminate:

Upon seven days' written notice to Engineer, Owner may, with or without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Engineer shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

If, through no act or fault of Engineer, other public authority or Engineer fails to act on any Application for Payment within thirty days after it is submitted, or Owner fails for thirty days to pay Engineer any sum finally determined to be due, then Engineer may, upon seven days' written notice to Owner and Engineer, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if Engineer has failed to act on an Application for Payment or Owner has failed to make any payment as aforesaid, Engineer may upon seven days' written notice to Owner and Engineer stop the

Work until payment of all amounts then due. The provisions of this paragraph shall not relieve Engineer of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

- C. All work shall comply with Clean Water Act (CWA) 404 Permitting and 401 Water Quality Certification (WQC).
- D. The ARPA LSLI Drop-in Document is attached and shall be made part of this agreement.
- E. Since this contract includes investigation and inspection activities only and does not include any repair or replacement work, this agreement does not require Performance or Payment Bonds.

IN WITNESS WHEREOF, the parties hereto have made and executed this AUTHORIZATION as of this date indicated below.

This Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

<u>City of Salem, Missouri</u> "OWNER"	<u>CM Archer Group, P.C.</u> "ENGINEER"
BY: _____	BY: _____
NAME: <u>Greg Parker</u>	NAME: <u>Jeff Medows, P.E.</u>
TITLE: <u>Mayor</u>	TITLE: <u>President</u>
ADDRESS: <u>400 N. Iron St.</u> <u>Salem, MO 65560</u>	ADDRESS: <u>310 E. 6<sup>th</sup> Street</u> <u>Rolla, MO 65401</u>