

**Agreement for Professional Services For Conducting Phase 2 of a Study of the City of Bay City’s Water System Service Lines and Preparing a Service Line Inventory to Comply with the USEPA’s Revised Lead and Copper Rule Between the City of Bay City And LSPS Solutions, LLC**

This Agreement for Professional Services (“Agreement”) is made between LSPS Solutions, LLC, 203 Windwood Lane, Victoria, TX (“Professional”), and the City of Bay City (“Owner”) a Texas municipal corporation, 1901 Fifth Street, Bay City, TX 77414, who, in consideration of the mutual covenants of this Agreement, hereby agree as follows:

**I. Scope of Services**

**1.1 Scope of Work.** In accordance with the attached **Proposal for Conducting Phase 2 of a Study of the City of Bay City’s Water System Service Lines and Preparing a Service Line Inventory to Comply with the USEPA’s Revised Lead and Copper Rule (Exhibit A)**, dated September 26, 2023, Professional shall provide all personnel and equipment necessary to complete the EPA mandated LSL Inventory for the City of Bay City.

**II. Payment**

**2.1 Payments to Professional.** City agrees to pay Professional a unit price for each service connection in accordance with the table on Page 3 of the attached **Exhibit A**. **(Based on a service connection count of ~7,571 connections, the total amount of the Phase 1 Project is estimated to be <\$249,843.00)** Professional shall submit an invoice to City upon completion of the work, and City shall pay for all services within 30 days after receipt of an invoice for said services.

**III. Term/Termination**

**3.1 Term and Termination.** This Agreement shall commence no later than ten (10) days after execution and shall terminate upon completion of the project specified in the attached **Exhibit A**. City may terminate this agreement upon written notice to Professional with the understanding that all services being performed under this agreement shall cease upon the date specified in such notice. In the event of early termination, Professional shall invoice City for all services completed and shall be compensated in an amount corresponding to the percentage of the compensation corresponding to the percentage of the work satisfactorily completed on the effective date of termination, to the extent such work provides value to City.

**IV. Miscellaneous**

**4.1 Ownership of Documents.** All documents prepared and assembled by Professional pursuant to this agreement shall become property of City and shall be delivered to City without restriction of future use. Professional may make copies of any and all documents for its files.

**4.2 Controlling Law.** This agreement is performable and is to be governed by the law applicable in Matagorda County, Texas. Venue for any action arising under this Agreement shall be in Matagorda County, Texas.

**4.3 Successors & Assigns.** Neither City nor Professional shall assign, sublet or transfer any rights under or interest in (including, but without limitations, monies that may become due or monies that are due) this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Professional from employing independent consultants, associates and other employees to assist it in the performance of services hereunder.

**4.4 No Third-Party Beneficiaries.** Nothing herein shall be construed to give any rights or benefits to anyone other than City and Professional.

**4.5 Independent Contractor.** In performing services under this agreement, the relationship between City and Professional is that of independent contractor, and City and Professional by the execution of this agreement do not change the independent contractor status of Professional. No term or provision of this agreement or act of Professional in the performance of this agreement shall be construed as making Professional the agent, servant, or employee of City.

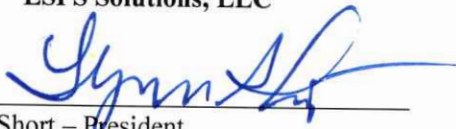
**4.6 Entire Agreement.** This agreement, together with any referenced attachments, constitutes the entire agreement between the parties, and supersedes all prior written or oral understandings. This agreement and said attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument.

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**City of Bay City, Texas**

**LSPS Solutions, LLC**

\_\_\_\_\_  
Shawna Burkhart, City Manager


  
\_\_\_\_\_  
Lynn Short – President

(seal)

Attest:

Attest:

\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Thomas Short – Vice President



**LSPS Solutions, LLC**

**203 Windwood Lane**

**Victoria, Texas 77904**

**361 / 212-8243**

September 26, 2023

Ms. Krystal Mason  
Assistant Director of Public Works  
City of Bay City  
1217 Avenue J  
Bay City, TX 77414

**Re: Proposal for Conducting Phase 2 of a Study of the City of Bay City's Water System Service Lines and Preparing a Service Line Inventory to Comply with the USEPA's Revised Lead and Copper Rule**

Ms. Mason,

Thank you for allowing me the opportunity to propose on conducting Phase 2 of a study of the City of Bay City's water system service lines and preparing a Service Line Inventory to comply with the USEPA's new Revised Lead and Copper Rule.

This provision of the new Revised Lead and Copper Rule requires all community and non-transient, non-community water systems to prepare a lead service line inventory and submit it to the TCEQ by October 16, 2024. The inventory must include all services connected to the public water system and it must include information about the service on both the public and privately owned portions of the service.

In order to manage the large amount of data generated from the LSL Inventory, LSPS Solutions uses GIS technology to geo-spatially tie the data from each service line to the GPS coordinates for the corresponding meter location on that service line.

As you are aware, LSPS Solutions, LLC recently completed Phase 1 of the City of Bay City's LSL Inventory by uploading the City's Utility Billing Office account information into our electronic data capturing devices, attaching an electronic form whose fields exactly match the TCEQ Form 20943 to each of the accounts, and then creating a GIS base map with a parcel layer that assigns a Unique Identifier to each of the parcels currently served by the City of Bay City's potable water supply. All of the Phase 1 work listed above was performed in preparation for the Phase 2 activities which are set forth in the following proposal:

**Proposal**



## Proposal for Conducting Phase 2 of a Study of the City of Bay City's Water System Service Lines and Preparing a Service Line Inventory to Comply with the USEPA's Revised Lead and Copper Rule

September 26, 2023

LSPS Solutions, LLC proposes to perform the following work activities to successfully perform Phase 2 of a service line inventory for the City of Bay City to comply with the Revised Lead and Copper Rule:

- For all accounts not pre-populated with all required information having been provided prior to upload, LSPS Solutions, LLC will begin conducting research on available City and County records in an effort to acquire the required information for each of the remaining notes without having to field-verify the information. All information obtained through records review will be entered into the electronic data collection forms in the P.L.A.N.I.T. app.
- LSPS Solutions LLC staff will then begin making trips to the project sites and collecting or verifying the field data for each of the remaining service lines and entering that data into the electronic templates. To collect the data, the field technicians will use either visual verification, (if the service line can be seen from within the meter box), or a combination of two different types of metal detectors to determine if the lines on either side of the meter are metallic and if they are, what metal they are constructed of.
- Once the service line material on each side of the meter is determined, the service lines will be categorized and entered into the electronic template as one of the following EPA categories:
  - Lead
  - Not Lead
  - Galvanized Requiring Replacement
  - Lead Status Unknown
- LSPS Solutions GIS Technicians will export the field collected data into the management tool files and will begin geo-referencing the infrastructure.
- Once the draft deliverables are prepared, LSPS Solutions technicians will conduct a quality control check on the finished products.
- LSPS Solutions technicians will then meet with the City staff to review the preliminary data in order to identify any readily visible inaccuracies.
- Following this meeting, LSPS Solutions technicians will remedy any errors identified and create the final deliverables for the project.

### **Deliverables**

LSPS Solutions, LLC will deliver to the City an external hard drive containing the following electronic files each containing the following:

1. A completed form TCEQ-20943 for submittal to the TCEQ.
2. A Google Earth .kmz file showing the location of the water meters and the service line information collected.



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3. A GIS shape file showing the location of the water meters and the service line information collected.
4. An Excel spreadsheet identifying the GPS coordinates of the water meters and the service line information collected.

**Fee**

**LSPS Solutions, LLC agrees to perform the above referenced services for the City of Bay City for the unit costs shown in the following table:**

<b>Task</b>	<b>Unit Price</b>
Records Review and Data Population after Initial Upload	\$5.00 per Service Line
Field Data Collection of Verification and Data Population	\$25.00 per Service Line
Final Export, Creation of Deliverables, QC Check, Edits, etc.	\$3.00 per Service Line
<b>Maximum per Service Line for all Tasks</b>	<b>\$33.00 per Service Line</b>
<b>Minimum per Service Line</b>	<b>\$8.00 per Service Line</b>

**Assumptions**

The fee quoted above is based on the following assumptions:

- This proposal does not include digging or potholing to field verify service line materials. If records do not exist to determine the materials used to construct a service line and the service line cannot be seen from within the meter box, then metal detectors will be used to determine the materials used to construct the service line. TCEQ has not approved the use of metal detectors to verify the material of construction for service lines and, as a result, they require these service lines to be marked as “Unknown-Likely not Lead”.
- If the service line is under concrete or asphalt for the entirety of its length, and the type of material used to construct the service line cannot be determined without breaking concrete, this service will be marked as “Lead Status Unknown”.
- LSPS Solutions intends to use a TerraGo P.L.A.N.I.T. mobile app, Diamond Maps (GIS software application), Google Earth, Google Chrome, and Microsoft Excel for the development and use of the management tools described in this proposal.
- LSPS Solutions, LLC will not, however, be providing or installing any computer hardware or software on the City’s network as part of this project.
- LSPS Solutions, LLC will be uploading the completed portion(s) of the assessment as a GIS Shape File onto the Diamond Maps platform on a monthly basis while performing the inventory and will provide complimentary “View Only” access to that data to the City during the inventory process.



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After completion of the inventory process, should the City desire to maintain access to the Diamond Maps platform, any costs associated with subscribing to that service or for acquiring and/or installing any other software applications on the City's computer network or desktops will be borne by the City exclusive of this proposal.

- This proposal assumes that the infrastructure, (water meters), for which field data collection must be performed is readily accessible and visible. LSPS Solutions will make a reasonable attempt to locate the infrastructure, but if LSPS Solutions staff cannot access the infrastructure, City personnel will be notified and will be responsible for locating the infrastructure and making it readily accessible.
- The City staff will work cooperatively with LSPS Solutions, LLC staff in an effort to get the project completed to the satisfaction of all parties to the contract.

**Terms**

LSPS Solutions, LLC will invoice the City of Bay City during the last week of each month for the portion of the work completed during that month. The City of Bay City agrees to make payment on the invoice within 30 days of receipt of the invoice.

Upon your review of this proposal, should you have questions or concerns regarding this matter, please contact me at 361 / 212-8243. I look forward to working with you and your staff on this very important project.

Sincerely,

Lynn Short, President



# Exhibit B

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Frost Insurance - Victoria 6835 N Main Street Victoria TX 77904	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 361-580-9010		<b>FAX (A/C. No.):</b> 361-580-9065
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
License#: 7298 LSPSSOL-01			<b>INSURER A :</b> Hiscox Insurance Company Inc 10200
<b>INSURER B :</b>			
<b>INSURER C :</b>			
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

**COVERAGES**

CERTIFICATE NUMBER: 613308806


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			MPL1902950 23	4/1/2023	4/1/2024	Limit Per Claim 1,000,000 Aggregate 1,000,000 Deductible -Per Claim 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Bay City 1901 Fifth Street Bay City TX 77414	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Frost Insurance - Victoria) and CONTACT NAME (Margery Hall). Includes sub-sections for INSURED (LSPS Solutions LLC) and INSURER(S) AFFORDING COVERAGE (Texas Mutual, Mesa Underwriters, Progressive County Mutual, Evanston Insurance Company).

COVERAGES CERTIFICATE NUMBER: 24001875 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Bay City) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature line for Authorized Representative).



# EXHIBIT C

## CONFLICT OF INTEREST QUESTIONNAIRE

### FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

#### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

LSPS Solutions, LLC

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

n/a

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

n/a

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

n/a

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

9/26/2023

Date