

Professional Services Agreement for Conducting a Study of the City of Sweeny's Water Service Lines and Preparing a Lead Service Line Inventory to Comply with the USEPA's Revised Lead and Copper Rule Between the City of Sweeny 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 Sweeny ("Owner"), 2102 W. Ashley Wilson Rd., Sweeny, TX 77480, who, in consideration of the mutual covenants of this Agreement, hereby agree as follows:

I. Scope of Services

Scope of Work. In accordance with the attached **Proposal for Conducting a Study of the City of Sweeny's Water System Service Lines and Preparing a Lead Service Line Inventory to Comply with the USEPA's Revised Lead and Copper Rule** dated April 2, 2024 (**Exhibit A**), Professional shall prepare a Lead Service Line Inventory to comply with the USEPA's Revised Lead and Copper Rule that includes all of the City of Sweeny's water service lines.

1.1 Time of Performance. Professional shall complete the scope of work described above within 180 calendar days of receiving a fully executed Professional Services Agreement and a Notice to Proceed.

II. Payment

2.1 Payments to Professional. Owner agrees to pay Professional a **unit price amount in accordance with the table shown on page 3 of Exhibit A** for the scope of work described in **Exhibit A**. Professional shall submit an invoice to Owner during the last week of each month for the portion of the work completed during that month. The Owner agrees to make payment on the invoice within 30 days of receipt of the invoice. Invoices will have the contract or project number, the billing number, and any other information required by Owner.

III. INSURANCE

Professional will provide City with proof of commercial insurance and worker's compensation and will list the City as an additional insured. Professional will indemnify the City for any damages that occur to a person or to property as a result of Professional's work for Owner.

IV. Term/Termination

4.1 Term and Termination. This Agreement shall commence no later than ten (10) days after execution and shall terminate upon completion of the project and delivery of the deliverables specified in the attached **Exhibit A**. Owner 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 Owner 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 Owner.

V. Miscellaneous

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

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

5.3 Successors & Assigns. Neither Owner 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.

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

5.5 Independent Contractor. In performing services under this agreement, the relationship between Owner and Professional is that of independent contractor, and Owner 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 Owner.

5.6 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.

5.7 Amendments: This contract can be supplemented and/or amended only by a dated written document executed by both parties.

5.8 Exhibits: All exhibits described in this contract are attached hereto and incorporated herein by reference for all purposes. Exhibits attached this contract are:

Exhibit A – Proposal for Conducting a Study of the City of Sweeny’s Water System Service Lines and Preparing a Lead Service Line Inventory to Comply with the USEPA’s Revised Lead and Copper Rule dated April 2, 2024.

Exhibit B – Insurance Certificates

Executed to be effective, the _____ day of _____, 202__.

City of Sweeny, Texas

LSPS Solutions, LLC

Lyn _____ resident

Attest:

Attest:

Thomas Short – Vice President

Approved as to Form:



LSPS Solutions, LLC
203 Windwood Lane
Victoria, Texas 77904
361 / 212-8243

April 2, 2024

Ms. Lindsay Koskiniemi, CGFO, CPM, MPA, MSA
City Manager
City of Sweeny
102 W. Ashley Wilson Rd.
Sweeny, TX 77480

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

Ms. Koskiniemi,

Thank you for allowing me the opportunity to propose on conducting a study of the City of Sweeny'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.

LSPS Solutions, LLC is currently performing a LSL Inventory for the City of Lake Jackson, the City of Brazoria, the City of Bay City, the City of Live Oak, and the City of Gonzales. We have already completed this same scope of work for the City of Centerville, the City of Hallettsville, the City of Madisonville, the City of Pflugerville, and the Markham MUD.

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.

Proposal

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



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- The first task to be completed in this process is to conduct a kick-off meeting to make sure all parties understand and agree on the Project scope. During this visit, LSPS Solutions would hope to pick up an electronic download of accounts, service addresses, and GPS meter locations from the City's billing and routing systems. Additionally, if available, LSPS Solutions would hope to obtain information about construction dates of subdivisions within the City.
- Using the information we obtained during the kick-off meeting and the information from the utility billing system download, LSPS Solutions, LLC technicians will prepare an upload file with as much of the final information as possible already populated.
- LSPS Solutions, LLC technicians will then upload the account/service and any other information we have gathered into our P.L.A.N.I.T. app and create an electronic notebook within the app for the City. Each service address or meter location will become a note within the notebook and will have an electronic data collection template attached to it.
- 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.



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- 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.
3. A GIS shape file showing the location 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 Sweeny for the unit costs shown in the following table:

Task	Unit Price
Initial File Creation, GIS Map Creation, Data Population, and Upload	\$3.00 per Service Line
Records Review and Data Population after Initial Upload	\$6.50 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
Total per Service Line for all Tasks	\$37.50 per Service Line

Based on a preliminary count of 1,287 active connections and 269 inactive connections, the total cost of this project is estimated at \$58,350.00.

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



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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. 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.
- This proposal assumes that the City can and will provide, at no additional cost to LSPS Solutions, LLC, an electronic download of account information from the City's billing software that can be imported as notes into LSPS Solutions, LLC's data collection app.
- 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.



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Terms

LSPS Solutions, LLC will invoice the City of Sweeny during the last week of each month for the portion of the work completed during that month. The City of Sweeny 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)

4/2/2024

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).

PRODUCER Frost Insurance - Victoria P O Box 2625 Victoria TX 77902		CONTACT NAME: Margery Hall PHONE (A/C, No. Ext): E-MAIL ADDRESS:		FAX (A/C, No):		
INSURED LSPS Solutions LLC 203 Windwood Victoria TX 77904		LSPSSOL-01		INSURER(S) AFFORDING COVERAGE		NAIC #
				INSURER A: Texas Mutual Insurance Co.		22945
				INSURER B: Mesa Underwriters Specialty Insurance Company		36838
				INSURER C: Progressive County Mutual		29203
				INSURER D: Evanston Insurance Company		35378
				INSURER E:		
INSURER F:						

COVERAGES**CERTIFICATE NUMBER:** 2101756311**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				4/22/2023	4/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				4/22/2023	4/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				4/22/2023	4/22/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A		5/22/2023	5/22/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Sweeny
102 Ashley Wilson Rd
Sweeny TX 77480

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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