



**BOARD OF ALDERMAN
SPECIAL MEETING
AGENDA
Monday, October 28, 2024
7:00 p.m.
Community Building
601 W Main Street
Odessa, MO 64076**

Please click the link below to join the webinar:

[Zoom Meeting](#)

Passcode: 178394

In addition, the meeting will be viewable on the City of Odessa, Missouri Government Facebook page

 [@odessamissouri](#)

CALL TO ORDER

Mayor Bryan Barner

PLEDGE OF ALLEGIANCE

Mayor Bryan Barner

ROLL CALL

City Clerk Karen Findora

WELCOME TO VISITORS

Mayor Bryan Barner

CONSENT AGENDA

All matters under the Consent Agenda, are Considered to be routine by the Aldermen and will be enacted by one motion with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the Aldermen.

PUBLIC COMMENTS

OLD BUSINESS

NEW BUSINESS

Resolution No. 2024-25
ARPA Projects

Proposed Resolution No. 2024-25 authorizing the Mayor to enter into an agreement between Allstate Consultants, LLC and the City of Odessa, Missouri for engineering redesign, bidding, construction observation and additional services for the water and wastewater ARPA projects.

Shawna Davis, City Administrator

Adjourn

Pursuant to RSMO 610.021 (1) Legal actions, causes of action, litigation, or confidential attorney/client communication

Pursuant to RSMO 610.021 (2) Real Estate Negotiations

Pursuant to RSMO 610.021 (3) Personnel

Up-Coming Meetings / Events:

November 14 @ 6:00 p.m. – Police Facility Focus Group Committee @ Community Bldg.
November 19 @ 6:00 p.m. – Police Facility Focus Group Committee @ Community Bldg.
November 20 @ 7:00 p.m. – Parks Board @ Community Bldg.
November 21 @ 7:00 p.m. – Planning Commission @ Community Bldg.
November 28 & 29 – Happy Thanksgiving – City Hall Closed
December 5 @ 6:00 p.m. – Police Facility Focus Group Committee @ Community Bldg.
December 9 @ 7:00 p.m. – Board of Alderman @ Community Bldg.
December 10 – First day to file for the April 2025 Municipal General Election (8:00 a.m. – 5:00 p.m. @ City Hall Mon.–Fri.)
December 10 @ 9:30 a.m. – Municipal Court @ Community Bldg.
December 17 @ TBD – Police Facility Focus Group Committee – Tour of Facilities
December 18 @ 7:00 p.m. – Parks Board @ Community Bldg.
December 19 @ 7:00 p.m. – Planning Commission @ Community Bldg.
December 25 & 26 – Happy Holidays – City Hall Closed
December 31 – Last day to file for the April 2025 Municipal General Election (8:00 a.m. – 5:00 p.m. @ City Hall Mon.-Fri.)
January 9 @ TBD – Police Facility Focus Group Committee – Tour of Facilities
January 13 @ 7:00 p.m. – Board of Alderman @ Community Bldg.

Other Events:

November 2 @ 6:00 p.m. – [Trivia Night](#) @ Church of Christ
November 13 @ 7:00 p.m. - Ward 3 Community Meetings @ Community Bldg.
November 16 @ 5:30 – [Bingo Fundraiser](#) @ Mayview Community Bldg.
November 22 @ 2:00 p.m. - [John Knox Village Facts & Snacks](#) - Higginsville
November 30 @ 10:00 am - 5:00 pm – Shop Small Saturday @ Downtown Odessa
December 7 @ 8:00 a.m. – Odessa Helping Hands Boot Block – Downtown 4-way stop
December 14 @ 10:00 am – 5:00 pm – Jingle Bell Walk @ Downtown Odessa

For more information, please visit the City of Odessa [website](#).

ELECTED OFFICIALS

	Mayor Bryan Barner	bryan.barner@cityofodessamo.com	(816) 985-0361
Ward 1	Alderman Mickey Starr	mickey.starr@cityofodessamo.com	(816) 260-8448
Ward 1	Alderman Karla Polson	karla.polson@cityofodessamo.com	(816) 739-2224
Ward 2	Alderman Donna Ehlert	donna.ehlert@cityofodessamo.com	(816) 263-9559
Ward 2	Alderman Mike Plachte	mike.plachte@cityofodessamo.com	(816) 263-9997
Ward 3	Alderman Bob Carey	bob.carey@cityofodessamo.com	(805) 320-4877
Ward 3	Alderman Collin Carrigan	collin.carrigan@cityofodessamo.com	(801) 829-8482

AMERICANS WITH DISABILITIES ACT

The City of Odessa is committed to ensuring compliance with the Americans Disabilities Act. Individuals who require an ADA accommodation to attend a meeting are encouraged to make those arrangements with the City Clerk at (816) 230-5577 ext. 6 or by email at karen.findora@cityofodessamo.com at least 72 hours in advance of the meeting to communicate their needs.

Posted October 25, 2024
City Hall & City Website
Emailed to The Odessan

Karen Findora, City Clerk
PO Box 128 · 228 S Second · Odessa, MO 64076
[Email](#) | Phone: (816) 230-5577 ext. 6 | www.cityofodessamo.com



BOARD OF ALDERMEN ACTION REPORT

ISSUE: Entering into an agreement with City Engineers, Allstate Consultants, for professional services for the Wastewater Redirection ARPA Project and the Water 9th Street ARPA Project.

ACTION REQUESTED: Motion/Second to approve Resolution No 2024-25, authorizing the Mayor to enter into an agreement between Allstate Consultants, LLC and the City of Odessa, Missouri for engineering redesign, bidding, construction observation and additional services for the water and wastewater ARPA projects.

BACKGROUND:

As a result of the Covid-19 pandemic, the US Treasury Department dispersed American Rescue Plan (ARPA) funds to cities through the Coronavirus State and Local Fiscal Recover Fund (SLFRF) program. The City of Odessa received a total of \$1.069 million in 2021 and 2022 which has grown with interest. After the release of these funds Missouri Department of Natural Resources (MDNR) made grants available for cities where ARPA dollars could be used as a match to complete infrastructure projects. In June of 2022, the City of Odessa submitted water and wastewater infrastructure improvement projects for the Missouri Department of Natural Resources ARPA grant program. Although the grants were not awarded to the City at that time the City had the projects engineered with the intent to increase the chance of receiving the State ARPA funds. The two projects that were applied for were the two highest priority projects for the water department and the wastewater department.

In February of 2024, both projects were submitted to MDNR's Missouri Water and Wastewater Review Committee (MWWRC) with the assistance of Pioneer Trails Regional Planning Commission with the intent to seek additional grant funding to match the city's ARPA dollars. The MWWRC is a committee made up of MDNR - State Revolving Fund and Public Drinking Water Branch, Missouri Economic Development - Community Development Block Grant Program and US Department of Agriculture - Rural Development. The purpose of the committee is to help community leaders pursue funding options by reviewing proposals and engineering reports and making funding recommendations. City staff was notified in May of 2024, that no grant dollars were available and that the projects submitted were not large enough for loan/financing options.

The wastewater project involves redirecting waste from the city's collection system away from the Southeast Plant to the newly constructed Northwest Plant, built in 2015. At the time the Northwest Plant was constructed, this redirection had not been implemented, resulting in a significantly lower flow at that facility. As the city anticipates further growth in the Southwest area of Odessa, this project will enable all future and current waste from that part of town to be processed at the

Northwest Plant. Additionally, the project has eliminated two lift stations, which will reduce maintenance requirements for the wastewater department staff.

The water project is a high-priority initiative because it will enhance capacity in the Southwest area of Odessa. It involves upgrading the existing line along 9th Street, from the water tower to the new Hunter's View Subdivision, to a 12-inch line from a 6" line. This upgrade will improve water pressure and flow in the area and support future growth as the city continues to develop. In addition, it will benefit the northern portion of town by alleviating and balancing pressure during emergency situations.

It has been the intent to accomplish these projects utilizing the city's ARPA funds but the cost of accomplishing both projects surpassed the ARPA funds the city received which is why current and previous administrations have explored various options to supplement the funding and maximize the use of the city's ARPA funds. With those alternatives now exhausted, the last approach is to utilize cash on hand to complete both projects.

Attached you will find a financial analysis of how staff proposes to use water and wastewater reserves combined with ARPA funds to accomplish both projects. Due to the lack of wastewater reserves and the large quantity of wastewater debt, staff is proposing that the water fund reserves subsidize the completion of these projects. City staff are confident in the city's capability based on professional fund balance policy standards. Staff does propose that at a later date, the Board of Aldermen work to set a fund balance policy for all funds. The city currently only had a financial policy addressing reserve levels for the general fund.

FINANCIAL CONSIDERATIONS: \$116,000 to be paid for by ARPA fund (11)

ATTACHMENTS: Fund Balance & ARPA Projects Presentation; Sewer Project Cost Estimate; Water Project Cost Estimate; Allstate Agreement; Resolution No. 2024-25

PREPARED BY: _____
Shawna Davis, City Administrator

DATED: October 28, 2024

City of Odessa

Fund Balance Reserves for Utilities ARPA Water & Waste Water Projects

October 28, 2024
Special Meeting



As of End of Fiscal Year 03/31/2023		
Fund	Fund Bal as of 03/31/23	As a % of Budgeted Expenses
ARPA (11)	\$ 1,074,867	100%
Water (30)	\$ 1,499,884	99%
Waste Water (40)	\$ 591,466	26%

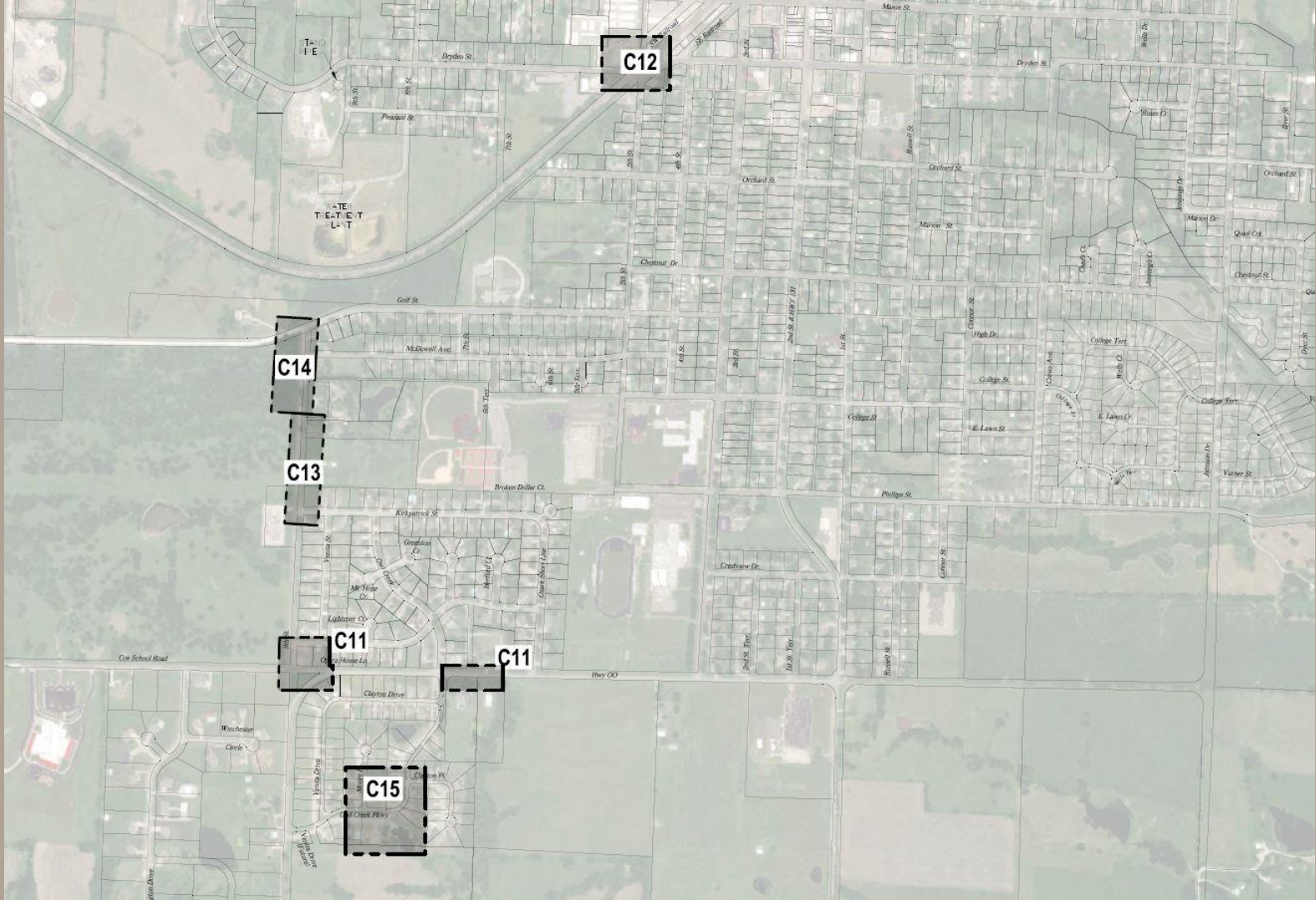
Remaining After Funding ARPA Projects		
Fund	Fund Bal as of 03/31/23	As a % of Budgeted Expenses
ARPA (11)	\$ 0	0%
Water (30)	\$ 597,996	40%
Waste Water (40)	\$ 567,621	25%

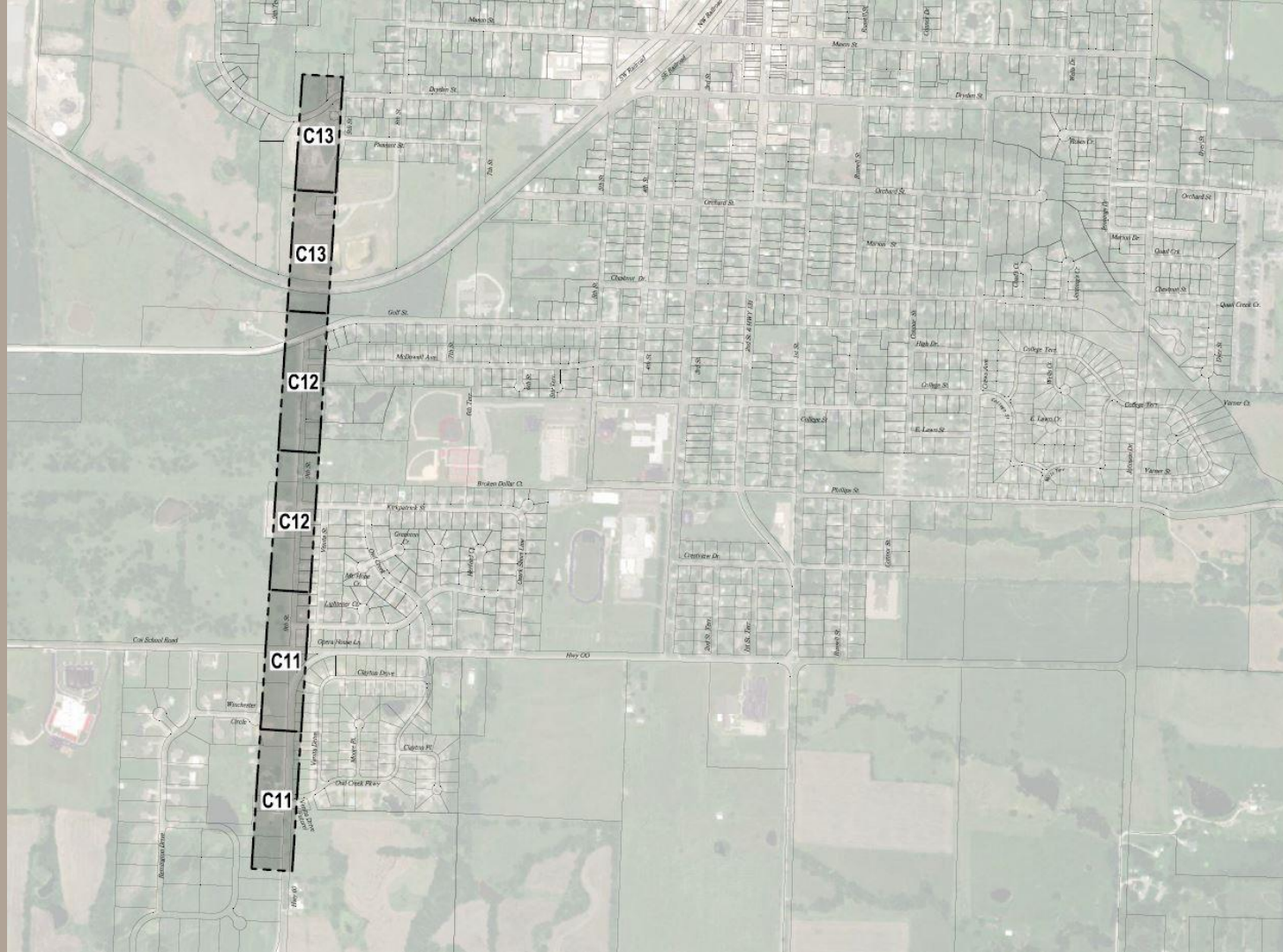
Fiscal Year 24-25
Budgeted Expenses
\$ 0
\$ 1,507,888
\$ 2,270,480

Fund Balance

Professional Services (<i>All Projects</i>)	\$ 116,000
Waste Water (<i>Redirection Projects</i>)	\$ 813,350
Water (<i>9th Street Project</i>)	\$ 1,071,250
Total Project Estimates	\$ 2,000,600
ARPA FUNDS	(\$ 1,074,867)
WASTE WATER RESERVES	(\$ 23,845)
WATER RESERVES	(\$ 901,888)
Total Funding Estimates	(\$ 2,000,600)
	(\$ 0)

Project Cost & Funding Estimates





Estimate of Probable Costs
Odessa Lift Station Redirection and Gravity Sewer Additions
Odessa, Missouri
Revised Cost Estimate
Original June 2021
Revised January 19, 2022
Revised October 2024

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
I.	Lift Station Redirection & Gravity Sewer Additions				
1.00	Startup, Mobilization, Demobilization, Misc.				
1.01	Bonding / Insurance	1	L.S.	\$ 15,000	\$ 15,000
1.02	Mobilization / Demobilization	1	L.S.	\$ 15,000	\$ 15,000
1.03	Traffic Control and Signage	1	L.S.	\$ 10,000	\$ 10,000
	Subtotal Item 1.00:				\$ 40,000
2.00	Lift Station Redirection				
2.01	4" SDR-21 PVC - Force Main w/ Tracer Wire, Open Cut, w/ Granular Backfill	800	L.F.	\$ 60	\$ 48,000
	Highway Bore and Encasement Including: Carrier Pipe, Steel Encasement, Fittings, Hardware, Tracer Wire, Installation, Cleanup, and Appurtenances	80	L.F.	\$ 250	\$ 20,000
2.02					
2.03	System Connections	2	Ea.	\$ 5,000	\$ 10,000
2.04	Tie-in to Existing Forcemains	3	Ea.	\$ 5,500	\$ 16,500
2.05	Tie-in to Existing Lift Station	1	Ea.	\$ 6,000	\$ 6,000
	Centennial Hills Lift Station Pumps and Controls: Includes (2) 12.5 HP Grundfos Pumps, Control Panel, Electrical Upgrades (as Required, coordinate w/ owner), Conduit, Wiring, Floats, Appurtenances, and removal of (2) existing pumps	2	Ea.	\$ 50,000	\$ 100,000
2.06					
	Clayton Park Lift Station Pumps and Controls: Includes (2) 12.5 HP Grundfos Pumps, Control Panel, Electrical Upgrades (as Required, coordinate w/ Owner), Conduit, Wiring, Floats, Appurtenances, and removal of (2) Existing Pumps	2	Ea.	\$ 50,000	\$ 100,000
2.07					
2.08	4" Forcemain Fittings w/ Necessary Restraints and Thrust Blocking: 90°, 45°, 22-1/2°, 11-1/4°, etc.	12	Ea.	\$ 400	\$ 4,800
2.09	4" Cap and Block	2	Ea.	\$ 1,000	\$ 2,000
2.10	Demo Existing 4" FM	10	L.F.	\$ 100	\$ 1,000
	Demolition & Disposal of Kirkpatrick Lift Station, Including: Approximately 80-lf of Existing Gravity Sewer, Cleanup, and Surface Restoration	1	L.S.	\$ 15,000	\$ 15,000
2.11					
	Demolition & Disposal of McDowell Lift Station, Including: Capping of Existing Force Main, Cleanup, and Surface Restoration	1	L.S.	\$ 15,000	\$ 15,000
2.12					
2.13	Street Repair: 4" Thick Asphalt Concrete (BP-1) (Thickness to Match Existing), Includes 6" of Compacted Base Rock	50	S.Y.	\$ 125	\$ 6,250
2.14	Final Grading, Seeding, Fertilizer, and Mulch	1	L.S.	\$ 6,000	\$ 6,000
2.15	Concrete Driveway Repair: 6" Thick Concrete	25	S.Y.	\$ 150	\$ 3,750
	Subtotal Item 2.00:				\$ 354,300
3.00	Gravity Sewer Addition - Drydent and 5th St.				
	8" SDR-26 Restrained Joint PVC - Gravity Sewer w/ Tracer Wire and Granular Backfill	330	L.F.	\$ 110	\$ 36,300
3.01					
3.02	System Connection to Existing Manhole	2	Ea.	\$ 5,000	\$ 10,000
3.03	4' Diameter Standard Manhole	3	Ea.	\$ 6,500	\$ 19,500

3.04	4" Sch. 40 PVC Service Line	50	L.F.	\$	<u>40</u>	\$	<u>2,000</u>
3.05	Existing Service Line Connection Tie-in	2	Ea.	\$	<u>750</u>	\$	<u>1,500</u>
3.06	8"x4" Wye	2	Ea.	\$	<u>250</u>	\$	<u>500</u>
3.07	Cap Existing 8-Inch Sewer Line	1	Ea.	\$	<u>1,500</u>	\$	<u>1,500</u>
Street Repair: 4" Thick Asphalt Concrete (BP-1) (Thickness to Match Existing), Includes 6" of Compacted Base Rock							
3.08		100	S.Y.	\$	<u>125</u>	\$	<u>12,500</u>
3.09	Final Grading, Seeding, Fertilizer, and Mulch	1	L.S.	\$	<u>5,000</u>	\$	<u>5,000</u>
						Subtotal Item 3.00:	\$ <u>88,800</u>
4.00	Gravity Sewer Addition - 9th St. (combine this one with 2.00)						
8" SDR-26 PVC - Gravity Sewer w/ Tracer Wire and Granular Backfill							
4.01		650	L.F.	\$	<u>110</u>	\$	<u>71,500</u>
8" SDR-26 PVC - Gravity Sewer w/ Tracer Wire, Granular Embedment, and Soil Backfill							
4.02		300	L.F.	\$	<u>90</u>	\$	<u>27,000</u>
8" D.I.P - Gravity Sewer, Aerial on Concrete Pipe Supports							
4.03		130	L.F.	\$	<u>450</u>	\$	<u>58,500</u>
8" D.I.P - Gravity Sewer, Granular Embedment and Soil Backfill							
4.04		150	L.F.	\$	<u>300</u>	\$	<u>45,000</u>
Concrete Pipe Supports - Including Reinforcing, SS Straps, and Anchors							
4.05		15	Ea.	\$	<u>1,000</u>	\$	<u>15,000</u>
4.06	System Connection to Existing Manhole	2	Ea.	\$	<u>5,000</u>	\$	<u>10,000</u>
4.07	4" Sch. 40 PVC Service Line	400	L.F.	\$	<u>40</u>	\$	<u>16,000</u>
4.08	Existing Service Line Connection Tie-in	10	Ea.	\$	<u>750</u>	\$	<u>7,500</u>
4.09	8"x4" Wye	10	Ea.	\$	<u>250</u>	\$	<u>2,500</u>
4.10	4' Diameter Standard Manhole	4	Ea.	\$	<u>6,500</u>	\$	<u>26,000</u>
4.11	Street Repair	250	S.Y.	\$	<u>125</u>	\$	<u>31,250</u>
4.12	Final Grading, Seeding, Fertilizer, and Mulch	1	L.S.		<u>5,000</u>	\$	<u>5,000</u>
						Subtotal Item 4.00:	\$ <u>315,250</u>
						TOTAL Item I:	\$ <u>798,350</u>
6.02	Easements & Acquisition					\$	<u>15,000</u>

Estimate of Probable Project Cost Range for Wastewater System Improvements: \$700,000 to \$950,000

Preliminary Estimate of Probable Costs
Odessa Water Projects
Odessa, Missouri
Preliminary Cost Estimate
February 2023
Revised October 2024

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
I.	Waterline Replacement and Upgrade				
1.00	Startup, Mobilization, Demobilization, Misc.				
1.01	Bonding / Insurance	1	L.S.	\$ 15,000.00	\$ 15,000.00
1.02	Mobilization / Demobilization	1	L.S.	\$ 20,000.00	\$ 20,000.00
1.03	Traffic Control and Signage	1	L.S.	\$ 10,000.00	\$ 10,000.00
	Subtotal Item 1.00:				\$ 45,000.00
2.00	Watertower to Hunters View on 9th St				
2.01	12" SDR-21 PVC Pipe w/ Compacted Backfill and Tracer Wire, including Hardware, Installation, Cleanup, and appurtenances	5875	L.F.	\$ 115.00	\$ 675,625.00
2.02	12" MJ Gate Valves including installation, Valve Box, Hardware, Tracer Wire, Cleanup, and Appurtenances	9	Ea	\$ 4,500.00	\$ 40,500.00
2.03	8" Hot Tap System Connection including Tapping Sleeve, Tapping Valves, Valve Blocks, Cap and Blocks, Fittings, Tracer Wire, Installation, Cleanup, Hardware, and Appurtenances	4	Ea	\$ 8,500.00	\$ 34,000.00
2.04	6" Hot Tap System Connection including Tapping Sleeve, Tapping Valves, Valve Blocks, Cap and Blocks, Fittings, Tracer Wire, Installation, Cleanup, Hardware, and Appurtenances	6	Ea	\$ 6,500.00	\$ 39,000.00
2.05	8" Cap and Block	5	Ea.	\$ 1,000.00	\$ 5,000.00
2.06	6" Cap and Block	6	Ea.	\$ 750.00	\$ 4,500.00
2.05	Railroad Crossing - Bored with Encasement, Including SDR-21 Restrained Joint Carrier Pipe, 2" Galvanized Vent Piping, Permitting, Steel Encasement, Fittings, Hardware, Tracer Wire, Installation, Cleanup, and Appurtenances	200	L.F.	\$ 500.00	\$ 100,000.00
2.06	Creek Crossing - Bored, Includes SDR-21 Restrained Joint PVC, Transition Couplings, Fittings, Hardware, Tracer Wire, Installation, Cleanup, and Appurtenances	220	L.F.	\$ 250.00	\$ 55,000.00
2.08	3/4" Copper Service Line (Open Trenched Service Line) including Pipe, Tracer Wire, Installation, Cleanup, and Appurtenances	200	L.F.	\$ 30.00	\$ 6,000.00
2.09	3/4" Copper Service Line Hwy/Roadway Punches including Pipe, Tracer Wire, Installation (bore pite, if necessary), Cleanup, and Appurtenances	150	L.F.	\$ 45.00	\$ 6,750.00
2.10	3/4" Service Reconnection: including Corporation Stop, Saddle, Fittings, Couplings, Hardware, Tracer Wire, Installation, Celanup and Appurtenances.	10	Ea	\$ 500.00	\$ 5,000.00
2.11	3/4" Service Meter: Furnish and Install Yoke and Copper Setter, Reuse Service Meter, Ring, Lid and Pit or City will Provide	1	Ea.	\$ 2,500.00	\$ 2,500.00
2.12	Fire Hydrant Set: including Gate Valves, Valve Box, Couplings, Fittings, Cleanup, Hardware, and Appurtenances.	1	Ea	\$ 7,500.00	\$ 7,500.00
2.13	Removal and Disposal of Existing Fire Hydrants	1	Ea	\$ 1,500.00	\$ 1,500.00
2.14	Street Repair	100	S.Y.	\$ 150.00	\$ 15,000.00
2.15	Concrete Driveway Repair: 6" Thick Concrete	50	S.Y.	\$ 150.00	\$ 7,500.00
2.16	Gravel Driveway Repair	75	S.Y.	\$ 45.00	\$ 3,375.00

2.17	Fence Repair	1	L.S.	\$ <u>7,500.00</u>	<u>7,500.00</u>
2.18	Final Grading, Seeding, Fertilizer, and Mulch	1	L.S.	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
				Subtotal Item 2.00:	\$ <u>1,026,250.00</u>
				Subtotal Construction Costs:	\$ <u>1,071,250.00</u>

Estimate of Probable Project CONSTRUCTION Cost Range for Water Improvements: \$800,000 to \$1,200,000

AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT: CITY OF ODESSA
ATTN: SHAWNA DAVIS, CITY ADMINISTRATOR
228 S. SECOND ST.
ODESSA, MO 64076

BILLING: SAME AS CLIENT

DATE: 10/16/2024

PROJECT #: 24230.01

PROJECT INFORMATION:

ODESSA WATER/SEWER ARPA

SCOPE OF SERVICES / FEE FOR SERVICES:

Allstate Consultants LLC, 3312 LeMone Industrial Blvd., Columbia, MO agrees to provide professional services related to **GENERAL CONSULTING** for the above listed project. These services will be completed on an **Estimated fee** basis. See the attached Addendum A for our hourly rates and standard terms and conditions.

Allstate Consultants LLC will complete all of the work for a fee as follows:

Redesign/Bid Assistance	\$24,000
Construction Phase Services – Sewer	\$40,000
Construction Phase Services – Water	\$52,000

BILLING:

An invoice will be sent at the first of each month reflecting the services performed. Payment is due in 30 days and delinquent in 45 days.

CONTRACT:

Acceptance of this agreement will serve as Allstate Consultants' notice to proceed and together with the standard terms and conditions attached hereto represent the formal contractual agreement.

Proposed By:

Accepted By:


Allstate Consultants LLC

Signature

Date

Print Name / Title



SCOPE OF SERVICES

The following describes the scope of work to be performed by Allstate Consultants in connection with the **WATER/SEWER ARPA PROJECTS** for **ODESSA, MISSOURI**, and is incorporated by reference into the attached Agreement for Engineering Services. The anticipated scope of work includes the following:

REDESIGN / BID ASSISTANCE

- Review and update, as required, previously submitted water and sewer plans and specifications,
- Project Manual creation – 1 each for water and sewer projects,
- Permitting assistance (DNR Construction Application & MoDOT ROW) for water and sewer projects, as applicable.
Note: the sewer project has already received a construction permit application, however this application has since expired.
- Bid Assistance, including advertisement, bid opening, bid tab, bidder questions, and site visit for bid opening,
- Correspondence/meetings with city, permitting agencies, bidders, etc.,
- Pre-construction meeting, contract signing, and notice to proceed.

CONSTRUCTION PHASE SERVICES – SEWER

- Construction Staking, 3 trips,
- Construction administration/engineering including submittal reviews, pay estimates, change orders, Contractor questions and coordination,
- Construction observation: owner's representative for on-site observation, 1/2 time, and
- Final inspection, wage rate certification, warranty, as-built drawings.

CONSTRUCTION PHASE SERVICES – WATER

- Construction Staking, 2 trips,
- Construction administration/engineering including submittal reviews, pay estimates, change orders, Contractor questions and coordination,
- Construction observation: owner's representative for on-site observation, 1/2 time, and
- Final inspection, wage rate certification, warranty, as-built drawings.

EXCLUSIONS

- Geotechnical Services,
- Permitting Fees,
- Easement negotiation and acquisition,
- Testing,
- Rezoning or Public Involvement, Variances/Design Adjustments, ALTA Survey/Platting/Boundary Survey, Traffic Analysis/Improvements, FEMA Floodplain No-Rise Certification, Environmental Review/Clearances. These services may be completed on an hourly basis if desired.

ADDENDUM A – STANDARD TERMS AND CONDITIONS

Scope of Service: The Client (you) and the Consultant (Allstate Consultants LLC) have agreed to a list of services the Consultant will provide to the Client as set forth in this agreement. The Consultant shall provide Additional Services if requested or directed by the Client. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services included. Payment for Additional Services will be made by the Client on an Hourly Rate basis, in accordance with the Consultant's prevailing fee schedule, as provided below. Any services not set forth in this agreement are specifically excluded and Consultant assumes no responsibility for those services. Directing the Consultant to proceed with services is an acceptance of this proposal.

Fee: A **Fixed fee**, if stated, shall constitute the total compensation due.

A **Percentage fee**, if stated, shall be calculated on the basis of the total cost of the work designed and specified by the firm.

An **Estimated fee**, if stated, will be calculated on an hourly basis, and the estimate shall not be exceeded by more than twenty percent without written approval of the Client.

A **Not-To-Exceed fee**, if stated, will be calculated on an hourly basis, and will not be exceeded without prior written approval of the Client.

An **Hourly fee**, if stated, will be based on the actual hours expended on the project and will be calculated on an hourly basis.

Hourly Rate: Where the fee is to be calculated on an hourly basis, the rates shall be as follows:

PRINCIPAL.....	\$225.00
ENGINEER III.....	\$185.00
ENGINEER II.....	\$175.00
ENGINEER I.....	\$155.00
WATER QUALITY SCIENTIST III.....	\$175.00
WATER QUALITY SCIENTIST II.....	\$145.00
WATER QUALITY SCIENTIST I.....	\$95.00
PROJECT SCIENTIST III.....	\$170.00
INVESTIGATIVE ENGINEER III.....	\$275.00
INVESTIGATIVE ENGINEER II.....	\$245.00
INVESTIGATIVE ENGINEER I.....	\$215.00
TECHNICIAN VI/SURVEYOR III.....	\$165.00
TECHNICIAN V/SURVEYOR II.....	\$155.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER.....	\$135.00
TECHNICIAN III/PROJECT MANAGER I/GIS.....	\$115.00
TECHNICIAN II.....	\$95.00
TECHNICIAN I.....	\$70.00
TECHNICIAN.....	\$50.00
CREW (1 MAN).....	\$165.00
CREW (2 MEN).....	\$205.00
CREW (3 MEN).....	\$230.00
INVESTIGATOR IV.....	\$165.00
INVESTIGATOR III.....	\$150.00
INVESTIGATOR II.....	\$120.00
INVESTIGATOR I.....	\$95.00
EXPERT TESTIMONY II.....	\$450.00
EXPERT TESTIMONY I.....	\$285.00
DRILL RIG CREW (2 MEN).....	\$190.00
DRILL RIG CREW WITH GROUTER (2 MEN).....	\$215.00
GPS RECEIVERS/DRONE (PER UNIT) PER DAY.....	\$190.00
TRAFFIC COUNTERS (PER UNIT) PER DAY.....	\$215.00
ATV (PER UNIT) PER DAY.....	\$155.00
MILEAGE.....	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.).....	Actual Cost

Annual Rate Increase: Rates may be adjusted annually or periodically. Adjusted rates will be incorporated and billed into applicable agreements and contracts.

Reimbursable Expenses: The Client shall reimburse the Consultant for direct expenses incurred during performance of the service, including printing charges, taxes, mileage, public transportation cost, tolls, permit fees, equipment rentals, meals, lodging, and other miscellaneous expenses.

Billing/Payments: Statements for the Consultant's services shall be submitted on a monthly basis and at the completion of the project. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Consultants may, without waiving any claim or right against the Client, and to the extent permitted by law without liability whatsoever to the Client, terminate the performance of all services. Payments to the Consultants shall not be withheld, postponed or made contingent on the construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason. Effective 5/1/24, to cover merchant fees, our credit card processing fee of 3.5% will be applied to all credit card transactions.

Retainer: A retainer or advance deposit may be required for the amount stated in this Agreement. If required, the Client shall pay the Consultants prior to our commencement of services. The client has agreed to pay our monthly invoices on a current basis and the retainer shall be applied to the outstanding balance upon the conclusion of our services or, at our option, to satisfy delinquent monthly statements. We reserve the right to request further reasonable deposits if the initial payment is used to satisfy prior invoices. Any unused portion of the deposit will be refunded at the conclusion of the services.

Termination of Services: The Agreement may be terminated by the Client, or the Consultant after seven days written notice should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.

Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

Code Compliance: The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a

reasonable adjustment in the schedule and additional compensation in accordance with the Scope of Service provisions of this Agreement.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Certification/Guarantee & Warranty: The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

Construction Observation: The Consultant may visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. If the dispute or any issues remain unresolved after good faith mediation by both parties, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.

Presence of Hazardous Materials: The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

Indemnification: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Information Provided by Others: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, existing plans/specifications, existing geotechnical reports, and instructions required by this Agreement. The Consultant may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

Ownership of Instruments of Service: The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final construction documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

Timeliness of Performance: The Client and Consultant are aware that many factors outside the Consultant's control may affect the time to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Unauthorized Changes to Plans: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Consultant without obtaining the Consultant's prior written consent, to the extent permitted by law, the Client shall assume full responsibility for the results of such changes. Therefore, to the extent permitted by law, the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.



RESOLUTION NO. 2024-25

**RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING
THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN ALLSTATE
CONSULTANTS, LLC AND THE CITY OF ODESSA, MISSOURI FOR ENGINEERING
REDESIGN, BIDDING, CONSTRUCTION OBSERVATION AND ADDITIONAL SERVICES
FOR THE WATER AND WASTEWATER ARPA PROJECTS**

- WHEREAS,** the City of Odessa has engaged with Allstate Consultants, LLC as the City's Engineer for on-call services; and
- WHEREAS,** Allstate Consultants, LLC previously engineered the wastewater redirection project and the water 9th street project for the purpose of applying for DNR ARPA grants; and;
- WHEREAS,** the city received \$1.069 Million of American Rescue Plan Act (ARPA) funds following the Covid-19 pandemic; and;
- WHEREAS,** the city intends to utilize ARPA funds and cash on hand to complete the engineered water and wastewater projects; and;
- WHEREAS,** the projects are critical to the resilience of Odessa's underground utility infrastructure and the highest priority to the water and wastewater infrastructure; and;
- WHEREAS,** staff recommend that the city of Odessa enters into an agreement with Allstate Consultants, LLC for bidding assistance and construction observation for both projects for efficient project management; and;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ODESSA, MISSOURI, AS FOLLOWS:

That the Board of Aldermen authorizes the Mayor to execute all documents necessary in accordance with the contractual specifications outlined in the attached agreement.

APPROVED AND PASSED by the Board of Aldermen of the City of Odessa, Missouri, this 28th day of October, 2024.

(SEAL)

ATTEST:

Bryan D. Barner, Mayor

Karen Findora, City Clerk