



**BOARD OF ALDERMEN  
REGULAR AGENDA  
Monday, July 14, 2025  
7:00 P.M.  
Community Building  
601 W Main Street  
Odessa, MO 64076**

The meeting can be viewed live on YouTube, by subscribing to  
[@OdessaMO](#)

**Anyone wishing to address the Mayor and Board during the meeting must fill out a Speaker's Appearance Form and give to the City Clerk prior to the start of the Board meeting. Forms are available [online](#) or located at the entrance of the Community Building. Speakers are subject to Board of Aldermen Rules of Procedure.**

**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.

Approval of Minutes

- June 23, 2025 – Regular Session

Police June Rpt. Municipal  
Court June Rpt.  
Community Dev. June Rpt.

**MAYOR REPORT**

**ALDERMEN REPORT**

**CITY ADMINISTRATOR REPORT**

**PUBLIC HEARING**

**PUBLIC COMMENTS**

**PRESENTATION**

Presentation: MPUA Reliability Award  
*Shawna Davis, City Administrator*

## OLD BUSINESS

## NEW BUSINESS

Bill No. 2025-14

*(1<sup>st</sup> & 2<sup>nd</sup> Reading)*

*Planning Commission Liaison*

Introduction and readings of Bill No. 2025-14 of proposed ordinance amending Sec. 2-429(a) of the Odessa City Code of Ordinances authorizing the Mayor to annually appoint a non-voting Board of Aldermen liaison to the Planning and Zoning Commission.

*Karen Findora, City Clerk*

Bill No. 2025-15

*(1<sup>st</sup> & 2<sup>nd</sup> Reading)*

*Amend Code of Ord. – Regular Meetings*

Introduction and readings of Bill No. 2025-15 of proposed ordinance amending Chapter 2, Article II, Division 2, Section 2-59. – Regular Meetings in the City of Odessa Code of Ordinances.

*Karen Findora, City Clerk*

Resolution 2025-16

*Board of Aldermen Meeting Procedures*

Proposed Resolution No. 2025-16 adopting meeting procedures for the Board of Aldermen meetings.

*Karen Findora, City Clerk*

Resolution 2025-17

*Cummins Sales and Service*

Proposed Resolution No. 2025-17 authorizing the Mayor to enter into an agreement with Cummins Sales and Service for a (3) three-year preventative maintenance contract covering inspections, service, and load testing of City-owned generators.

*Shawna Davis, City Administrator*

Resolution 2025-18

*SAM, LLC Professional Svc. Agreement*

Proposed Resolution No. 2025-18 authorizing the Mayor to enter into an agreement with SAM, LLC for professional GIS services for utility mapping and web-based GIS implementation.

*Shawna Davis, City Administrator*

Resolution 2025-19

*Navigate Building Solutions*

Proposed Resolution No. 2025-19 authorizing the Mayor to execute task order number four (4) under the master agreement with Navigate Building Solutions for construction engineering bidding service related to the Historic Main Street Revitalization Project.

*Shawna Davis, City Administrator*

Resolution 2025-20

*OWN, LLC*

Proposed Resolution No. 2025-20 approving supplemental contracts with OWN, LLC for rebidding services related to the Downtown Infrastructure Project, for 2<sup>nd</sup> and Mason Street.

*Shawna Davis, City Administrator*

Resolution 2025-21

*MDNR Grant*

Proposed Resolution No. 2025-21 authorizing the Mayor to authorize the filing of an application for the Missouri Department of Natural Resources Clean Water Engineering Report Grant on behalf of the City of Odessa, and to execute the related documents.

*Shawna Davis, City Administrator*

Next Scheduled Meeting

*Monday, July 28, 2025, at 7:00 p.m. Regular Session*

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:*

July 16 @ 7:00 p.m. - Odessa Park Board Meeting @ Community Building  
July 17 @ 7:00 p.m. - Odessa Planning Commission Meeting @ Community Building  
July 28 @ 5:30 p.m. – MPUA Presentation to Board of Aldermen @ Trails Regional Library  
July 28 @ 7:00 p.m. – Board of Aldermen Meeting @ Community Building

*Other Events:*

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

**ELECTED OFFICIALS**

	<b>Mayor Bryan D. Barner</b>	<a href="mailto:bryan.barner@cityofodessamo.com">bryan.barner@cityofodessamo.com</a>	(816) 985-0361
Ward 1	Alderwoman Mickey Starr	<a href="mailto:mickey.starr@cityofodessamo.com">mickey.starr@cityofodessamo.com</a>	(816) 260-8448
Ward 1	Alderwoman Karla Polson	<a href="mailto:karla.polson@cityofodessamo.com">karla.polson@cityofodessamo.com</a>	(816) 739-2224
Ward 2	Alderwoman Donna Ehlert	<a href="mailto:donna.ehlert@cityofodessamo.com">donna.ehlert@cityofodessamo.com</a>	(816) 263-9559
Ward 2	Alderman Mike Plachte	<a href="mailto:mike.plachte@cityofodessamo.com">mike.plachte@cityofodessamo.com</a>	(816) 263-9997
Ward 3	Alderman Bruce Whitsitt	<a href="mailto:bruce.whitsitt@cityofodessamo.com">bruce.whitsitt@cityofodessamo.com</a>	(816) 565-6610
Ward 3	Alderman Collin Carrigan	<a href="mailto:collin.carrigan@cityofodessamo.com">collin.carrigan@cityofodessamo.com</a>	(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](mailto:karen.findora@cityofodessamo.com) at least 72 hours in advance of the meeting to communicate their needs.

Posted July 11, 2025  
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](http://www.cityofodessamo.com)

**City of Odessa, Missouri  
Board of Aldermen  
Odessa Community Building | 601 W. Main Street  
Regular Meeting ~ Monday, June 23, 2025 | 7:00 p.m.  
Meeting Minutes**

[@OdessaMO](#)

**CALL TO ORDER / PLEDGE OF ALLEGIANCE**

Mayor Bryan Barner called the meeting to order at 7:00 p.m., and led in the pledge of allegiance.

**ROLL CALL**

Shawna Davis, City Administrator called the roll and confirmed a quorum.

Mayor Bryan Barner	Present	Alderman Bruce Whitsitt	Present
Alderman Karla Polson	Present	Alderman Donna Ehlert	Present
Alderman Mike Plachte	Present	Alderman Mickey Starr	Present
Alderman Collin Carrigan	Present		

**OTHERS IN ATTENDANCE**

Shawna Davis, City Administrator - Absent	Karen Findora, City Clerk
Cathy Thompson, Finance Director	Darrin Lamb, Streets/Water
Josh Thompson, Police Chief	Kenny Snider, Wastewater - Absent
Troy Woutzke, Electric	Jeff Deane, Lauber Municipal Law
Lindsey Adams, Parks	

**PUBLIC IN ATTENDANCE**

Hannah Sparr, The Odessan	Terrica Jones
Brenda Oliver, Chamber	Jeff & Jennifer LeBlanc
Jannan Bradley	

**WELCOME OF VISITORS**

Mayor Barner welcomed visitors and those viewing on YouTube.

**APPROVAL OF CONSENT AGENDA**

Approval of minutes and consent agenda.

- May 27, 2025 – Regular Session
- June 9, 2025 – Regular Session

Alderman Ehlert provided an update on the Finance Committee. Alderman Whitsitt requested a sales tax tacking report, which Cathy Thompson, Finance Director provided to the group and Alderman Whitsitt provided his findings.

Alderman Ehlert, moved to approve May 12, 2025 and June 9, 2025 meeting minutes as submitted, seconded by Alderman Starr. Motion carried 6-0



## **MAYOR REPORT**

Mayor Barner thanked all those who attended the Rodeo. He stated that it was another successful event. Mayor Barner thanked Darrin Lamb, Streets Superintendent and Shawna Davis, City Administrator for sitting with him through a podcast to discuss streets within the city. Mayor Barner also stated that he and five of the Board Members attended an Elected Officials Training through MML, and found it to be very useful.

## **ALDERMEN REPORTS**

- Alderman Plachte provided an update on the June 17<sup>th</sup> Planning and Zoning Commission meeting. He stated that the two new members, Shannon Dupree and Seth Howerton, are a great addition to the commission. He stated that the PUD ordinance was discussed in depth as well as plat approval for property located off of the Wells Street area. Mr. Hotmer, property owner has plans for a sports training facility.
- Alderman Carrigan stated that the June 11<sup>th</sup> Ward 3 meeting took place and some of the topics of discussion were the I-70 interchange, special permitting processes, farmers market topics, price of utilities, and community development permitting. The meetings are open up to the community. Alderman Carrigan stated that he is concerned with the lighting at Advanced Industries. The lights are very bright all night long.
- Alderwoman Polson - No Rpt.
- Alderwoman Ehlerth was thankful for the MML training. She went on to thank Cathy Thompson and the Rodeo Committee for all their hard work that goes into making the event so successful.
- Alderwoman Starr – No Rpt.
- Alderman Whitsitt requested additional time between the meeting and when the board receives the agenda. He stated that he would like to research and talk to community members to hear their opinion about the issues on the agenda. Alderman Whitsitt stated that he has an open-door policy, that anyone in the community, doesn't matter what ward they are in, if they want to talk to Alderman Whitsitt, they are welcome to visit him at his office in town. He went on to mention that someone had approached him about street parking and traffic on Johnson Drive. He also requested that the Planning and Zoning Commission meetings be broadcast. Karen Findora, City Clerk informed the board that the meetings are now currently being broadcast through YouTube. Alderman Whitsitt stated that he had an inquiry as to why Socket was buried in front yards instead of backyards where Bright Speed had just buried their cable. Lastly, he stated that he was happy where the Finance Committee meetings are going.

## **CITY ADMINISTRATOR REPORT**

Cathy Thompson, Finance Director, provided a brief update on city events.  
(visit the [city website](#) to hear update.)

## **PUBLIC HEARING**

None

## **PUBLIC COMMENTS**

Brenda Oliver and Cathy Thompson both provided comments and encouraged the board to approve the I70 Interchange bridge name.

## **OLD BUSINESS**

None

## **NEW BUSINESS**

### **Recognition of Staff ~ “Jennifer LeBlanc” Missouri Association for Court Administrators**

Jennifer LeBlanc, Municipal Court Administrator, was recently appointed to the Executive Board of the Missouri Association for Court Administration. Congratulations Jennifer!

### **Special Event Permit ~ “VFW Beer Garden – Puddle Jumper Days”**

Kasey Corbett, Odessa VFW Post 5675 is requesting the yearly approval of the VFW Beer Garden to run Thursday, July 31<sup>st</sup> thru Sat. August 2<sup>nd</sup>.

Motion was made by Alderwoman Ehlert, to approve the VFW Post 5675 Beer Garden request as submitted, seconded by Alderman Carrigan.

Motion carried 6-0.

### **Parks 2024 Annual Report**

Jannan Bradley presented the 2024 Annual Parks and Recreation report to the board.

### **Bill No. 2025-13 Introduction and 1<sup>st</sup> Reading ~ “Dowell Industrial Lots 1 & 2, Replat of Tract A, North Park Commercial Center”**

Mayor Barner read the proposed Ordinance adopting and approving Dowell Industrial Lots 1 & 2, Replat of Tract A, North Park Commercial Center a subdivision in Odessa, Lafayette County, Missouri, first reading.

Motion was made by Alderman Plachte, to adopt Bill No. 2025-13 upon its first reading and pursue to second reading. Motion seconded by Alderman Carrigan, and carried with the following vote.

Motion carried 6-0.

### **Bill No. 2025-13 Introduction and 2<sup>nd</sup> Reading ~ “Dowell Industrial Lots 1 & 2, Replat of Tract A, North Park Commercial Center”**

Mayor Barner read the proposed Ordinance adopting and approving Dowell Industrial Lots 1 & 2, Replat of Tract A, North Park Commercial Center a subdivision in Odessa, Lafayette County, Missouri, second reading.

Motion was made by Alderwoman Ehlert, to adopt Bill No. 2025-13 upon its second reading and approve the bill as an ordinance. Motion seconded by Alderwoman Starr, and carried with the following vote.

Roll call vote as follows:

Alderman Plachte	yes	Alderwoman Ehlert	yes
Alderman Carey	yes	Alderwoman Polson	yes
Alderwoman Starr	yes	Alderman Carrigan	yes

Motion carried 6-0.

Bill No. 2025-13 became **Ordinance No. 3153**

**Presentation ~ “Code Enforcement Public Platform”**

Josh Thompson, Police Chief provided an update on the new Cloud Permitting platform concerning code enforcement. He walked through the steps on how citizens can visit the city website and enter code enforcement concerns in the portal.

**Recommendation and Appointment ~ Parks and Recreation Board Member**

Mayor Barner recommended the appointment of Derick Barker to the Parks and Recreation Board, and requested approval by the Board.

Alderman Plachte, moved to approve the appointment of Derick Barker to the Parks and Recreation Board, seconded by Alderman Carrigan.

Motion carried 6-0

**Motion to Approve ~ “Improve I-70 Interchange Bridge Lettering”**

Cathy Thompson, Finance Director provided three options for the cost of placing Odessa on the I-70 Interchange bridge.

Options listed below:

- Option one will include stamp concrete on all bridges, on all four sides of the bridge.
- Option two would have stamped concrete on the sides that have the lettering, only one side.
- Option three would say Odessa on the bridge with no stamp. The lettering will ONLY be on westbound Johnson Drive and eastbound 131 Hwy.

Alderwoman Ehlert, moved to approve option two at \$53,720.00, with the Odessa Chamber of Commerce contributing \$10,000.00 towards the cost, seconded by Alderwoman Polson.

Motion carried 5-Aye, 1-No (Carrigan)

**Discussion ~ “Meeting Procedures/Public Comment”**

Karen Findora, City Clerk provided the board with a draft of meeting procedures. Ms. Findora asked that board review the document and submit any comments back to her. Comments made were to change the speaker time limit and to change the meeting time from 7:00 p.m. to 6:00 p.m. Ms. Findora will work on the draft and have it ready for review and approval at the next regular meeting.

**Next Regular Scheduled Meeting:**

Monday, July 14, 2025, at 7:00 p.m. Regular Session.

**Adjourn**

There being no further business to come before the Board of Aldermen, a motion was made by Alderwoman Ehlert, seconded by Alderman Carrigan, to adjourn the meeting at 8:15 p.m. Motion carried 6-0.

Approved:

CITY OF ODESSA

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Bryan D. Barner, Mayor

ATTEST

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Karen Findora, City Clerk

DRAFT



# Odessa Police Department

310 S First Street • Odessa, MO 64076  
Phone: 816-633-7575 • Fax: 816-633-7221 • [odessapd@cityofodessamo.com](mailto:odessapd@cityofodessamo.com)

July 2, 2025

Shawna,

Officers worked over **1,080 incidents** in June. Here are just a few statistics:

- \* 128 traffic stops
- \* 124 business, residence checks
- \* 60 mental health calls, check the well-being calls, or similar calls
- \* 27 various disturbances
- \* 36 assist other agency calls
- \* 52 follow-up investigations on previously reported incidents

I'm excited to report that the School Resource Officer squad will be fully staffed by the start of this upcoming school year. We will soon welcome **Officer Ben Brown and Officer Mat Osborn to the SRO assignments**. Officer Ben Brown will join us from the University of Central Missouri Police Department and Officer Mat Osborn will be transferring out of our patrol squad into the school assignment. I will bring them to a future BOA meeting and introduce them formally. I will begin the recruiting process to backfill Officer Osborn's patrol position.

I'm happy to report that we have hired Thomas Edge as a **part-time police officer**. Officer Edge is a full-time patrol Deputy Sheriff with the Lafayette County Sheriff's Office.

As a part of our community engagement efforts, the Odessa Police Department partners with the **Lafayette County Veterans Suicide Prevention Coalition**. The coalition exists to raise awareness, promote educational opportunities and strive to improve the lives of all veterans and their families. Captain Leland Liese has a vital role in the coalition success and recently help the group obtain their 501c3 status. Some of the recent projects that Captain Liese has helped with was obtaining donations for K9 "Radar" and suicide prevention signs located in Odessa public parks and at the Odessa reservoir.

As part of our community engagement efforts, the **Odessa Police Department has launched a summer "Storytime"** event! We've partnered with the Trails Regional Library, where an Odessa Police Officer will read children's books twice in June and twice in July. We had a wonderful second event with nearly 60 parents and students in attendance.

On June 10, 2025, Captain Leland Liese and I attended a **Missouri State Highway Patrol MIBRS / NCIC training** regarding new Federal and State requirements for agencies to collect immigration status on arrested, or detained individuals. The new requirements go effective July 1, 2025.

On June 12, 2025, Captain Leland Liese accepted the **new IDEMEA LiveScan device**. This is the electronic fingerprinting device that Captain Liese obtained through a Missouri State Highway Patrol grant program. The grant covers 100% of the LiveScan device.

On June 12, 2025, I attended a **THIRA (Threat and Hazard Identification and Risk Assessment)** meeting, where local stakeholders from emergency services, public health, and government came together to discuss the community's risks. We systematically identified various threats, from natural disasters like floods to human-caused events, and then evaluated their potential impacts on our community's people and infrastructure. The collaborative discussion helped us establish capability targets, such as the need for more robust warning systems or shelter resources, to address those specific risks. In the end, the meeting served as a crucial step in our community's preparedness planning, helping us prioritize resources and strategies to build resilience against future emergencies.

June 22-26, 2025, School Resource Officer Andrew Lockhart and School Resource Officer Samantha Bell attended the **State of Missouri School Resource Officer conference**. This conference and trade show provided continuing education hours, social activities and networking opportunities to school resource officers from across the State. Much of the training will allow the officers to provided expert feedback to school officials about our services.

On June 20-21, 2025, the Odessa Police Department assisted the **Odessa Chamber of Commerce Rodeo**. As always it was a wonderful event!

On June 24-25, 2025, I attended a **Public Information Officer (PIO) training** to enhance my skills in emergency communication. The course covered critical topics like crafting clear and consistent messaging, managing media inquiries during a crisis, and using social media effectively to reach the public. Through a series of realistic simulations and hands-on exercises, I learned how to work with journalists, conduct press conferences, and ensure the public receives timely and accurate information during an emergency. This training has equipped me with the essential tools to serve as a reliable source of information for the community during a crisis.

On June 25, 2025, the Odessa Police Department was honored to have **received a grant from Casey's General Store** in the amount of \$1,000.00. Casey's has been a wonderful supporter of local communities through giving that makes an impact on fundamental needs. Our department plans to use these funds to assist with the formation of a first responder drone program, enhancing safety and operational effectiveness with real-time aerial intelligence. Thank you, Casey's, for your support – we look forward to continued collaborations.

On June 27, 2025, the Odessa Police Department was honored to have **received a grant from Walmart Charitable Foundation** in the amount of \$2,500. Walmart is committed to working with local law enforcement agencies to provide funding for special projects. Our department plans to use these funds to assist with the formation of a first responder drone program, enhancing safety and operational effectiveness with real-time aerial intelligence. Thank you, Walmart for your support – we look forward to continued collaborations.

Respectfully,

Josh Thompson  
Chief of Police & Emergency Management Director





**IN THE CIRCUIT COURT OF LAFAYETTE COUNTY, MISSOURI  
CITY OF ODESSA MUNICIPAL DIVISION**

**The Municipal Division of the Circuit Court of Lafayette County for the City of Odessa was held in regular session on June 10, 2025, at 9:30 am. Court is held in the Community Building Courtroom at 601 W Main St, Odessa.**

**Municipal Presiding Judge: Carl Scarborough  
City Prosecuting Attorney: Jeffrey W. Deane  
Municipal Court Clerk: Jennifer LeBlanc**

**In compliance with COR 4.29, please find attached the monthly Municipal Division Summary Reporting Form.**

**The next scheduled court date is July 8, 2025, at the Odessa Community Building.**



## MUNICIPAL DIVISION SUMMARY REPORTING FORM

*Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.*

<b><u>I. COURT INFORMATION</u></b>		Municipality: City of Odessa	Reporting Period: Jun 1, 2025 - Jun 30, 2025
Mailing Address: 601 W MAIN STREET, ODESSA, MO 64076			
Physical Address: 601 W MAIN STREET, ODESSA, MO 64076		County: Lafayette County	Circuit: 15
Telephone Number:		Fax Number:	
Prepared by: Jennifer LeBlanc		E-mail Address:	
Municipal Judge:			
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>			
	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	15	310	85
B. Cases (citations/informations) filed	2	48	23
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	0
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	1	18	2
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	13	4
6. dismissed by court	0	2	1
7. <i>nolle prosequi</i>	0	0	1
8. certified for jury trial (not heard in Municipal Division)	0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>	1	33	8
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	16	325	100
E. Trial de Novo and/or appeal applications filed	0	0	0
<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>			
1. # Issued during reporting period		27	
2. # Served/withdrawn during reporting period		8	
3. # Outstanding at end of reporting period		334	
<b><u>IV. PARKING TICKETS</u></b>			
1. # Issued during period		0	
<input type="checkbox"/> Court staff does not process parking tickets			

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b><u>COURT INFORMATION</u></b>	Municipality: City of Odessa	Reporting Period: Jun 1, 2025 - Jun 30, 2025
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<b><u>V. DISBURSEMENTS</u></b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$1,599.00	Court Automation	\$245.00
Clerk Fee - Excess Revenue	\$300.00	Court Automation-Time Payment	\$24.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$9.25	Due To Debt Collection	\$395.00
Bond forfeitures (paid to city) - Excess Revenue	\$300.00	State's % of Time Pay Fee	\$21.00
		Time Payment Fee	\$30.00
<b>Total Excess Revenue</b>	<b>\$2,208.25</b>	<b>Total Other Disbursements</b>	<b>\$715.00</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	
		\$4,543.50	
		<b>Bond Refunds</b>	\$322.00
		<b>Total Disbursements</b>	<b>\$4,865.50</b>
Fines - Other	\$602.00		
Clerk Fee - Other	\$120.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$35.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$249.55		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$3.70		
Law Enforcement Training (LET) Fund surcharge	\$70.00		
Domestic Violence Shelter surcharge	\$70.00		
Inmate Prisoner Detainee Security Fund surcharge	\$70.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$400.00		
<b>Total Other Revenue</b>	<b>\$1,620.25</b>		



## **Building and Community Development**

### **Compliance Update**

**June 2025**

- **Planning & Zoning Meeting**
- June 19, 2025 meeting a) Discussion Chapter 50 Zoning Changes, b) Appointed new members, Seth Howerton, Shannon Dupree c) 400 US 40 Highway, Dowell Industrial Replated the land to Lot 1 and Lot 2 - Approved
- **The next Planning & Zoning meeting, July 17, 2025 / Continue Discussion Chapter 50 Zoning**
- **Active Projects** - The Hill Subdivision, Pine Creek Townhomes, Cherokee Construction Homes Main & Johnson Drive. 617 W Dryden, Duplex
- **Building Permits**  
Total YTD 2024 = 117  
Total YTD 2025 = 104

### **Permits & Inspections - June 2025**

- 321 E Main - Shed, approved
- 411 E College - Above ground pool, approved
- 210 W College - Driveway & patio, approved
- 409 W Mason - 200 AMP Upgrade, approved
- 506 College Terr - Building handicap ramp, approved
- 608 W Main - Replace siding house approved
- 500 S 5<sup>th</sup> St - Dumpster enclosure, approved
- 407 S Johnson Dr. - Replace deck, approved
- 410 E College - Fence 6' wood, approved
- 413 E College - Electric water heater approved
- 609 S 1<sup>st</sup> St - 200 AMP Upgrade, approved

- 209 E Orchard. - New waterline, approved
- 207 E Orchard - New waterline, approved
- 400 US 40 Highway - NCD, approved
- 107 S 2<sup>nd</sup> St. - Electrical repair, approved
- 201 E Main - Fence 6' wood, approved
- 812 W Dryden - Wall bracing, anchors, waterproofing, approved



## City of Odessa

228 S Second Street • PO Box 128 • Odessa, MO 64076  
Phone: 816-230-5577 • [info@cityofodessamo.com](mailto:info@cityofodessamo.com)  
[www.cityofodessamo.com](http://www.cityofodessamo.com)

*To:* Mayor and Board of Aldermen

*From:* Shawna Davis, City Administrator

*Date:* July 9, 2025

*Subject:* City of Odessa Electric Department Receives 2024 APPA Excellence in Reliability Award

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We are proud to announce that the City of Odessa Electric Department has received the 2024 “Excellence in Reliability” Award from the American Public Power Association (APPA). This prestigious national recognition highlights our department’s exceptional performance in delivering dependable electric service to Odessa residents.

### About the Award

The APPA Excellence in Reliability Award is given to public power utilities that outperform national reliability standards based on annual outage data. Utilities are measured against benchmarks developed by the Institute of Electrical and Electronics Engineers (IEEE), including:

- SAIDI – Average total outage minutes per customer per year
- SAIFI – Average number of outages experienced per customer
- CAIDI – Average duration of outages for affected customers

The Electric Department qualified for this award by submitting a partial year of outage data through APPA’s eReliability Tracker, which allows utilities to track, analyze, and benchmark reliability performance across the country.

### Continuous Improvement with APPA Support

The APPA does more than recognize top-performing utilities—it provides tools, training, and benchmarking support to help members continually improve. These include:

- Real-time analytics and reporting through the eReliability Tracker
- Custom performance dashboards to help identify problem areas
- Access to national best practices and peer learning opportunities

- Technical training and workshops focused on operations and system reliability
- Participation in programs like Smart Energy Provider (SEP), which promotes long-term strategies for smart grid management, energy efficiency, and customer engagement

#### Odessa's Commitment to Ongoing Improvement

In addition to this recognition, the City is continuing to enhance system reliability and response. Most recently, we implemented the Daupler emergency response management system, which offers advanced functionality to help us:

- Improve outage tracking and response coordination
- Collect additional field data in real time
- Use heat maps and analytics to identify infrastructure trouble spots
- Communicate efficiently with field crews and the public during outages

This added layer of data and visual mapping will strengthen our ability to prevent outages where possible, shorten restoration times, and make better-informed decisions about infrastructure investments.

#### Conclusion

The 2024 Excellence in Reliability Award is a reflection of our Electric Department's commitment to providing safe, efficient, and dependable electric service to our community. With the support of APPA and the implementation of tools like Daupler, we are continuing to raise the bar for performance and transparency in public power.

A handwritten signature in black ink, appearing to be 'J. D.', located at the bottom left of the page.



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## BOARD OF ALDERMEN ACTION REPORT

**ISSUE:** Authorization for the Mayor to annually appoint a liaison from the Board of Alder to the Planning and Zoning Commission.

**ACTION REQUESTED:** Introduction and Readings of Bill No. 2025-14, amending Sec. 2-429(a) of the Odessa City Code of Ordinances authorizing the Mayor to annually appoint a non-voting Board of Aldermen liaison to the Planning and Zoning Commission.

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### BACKGROUND:

To improve communication and coordination between the Board of Aldermen and the Planning and Zoning Commission, the proposed ordinance formally authorizes the Mayor to appoint one (1) alderman each year to serve as a liaison. The liaison will serve in a non-voting, advisory role and act as a communication conduit between the two bodies.

The liaison appointment will occur at the first regular meeting in May or as soon thereafter as reasonably practicable. The liaison will not count toward quorum and will not receive compensation.

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### FINANCIAL CONSIDERATIONS:

There is no financial impact associated with this ordinance. The liaison role is advisory only and unpaid.

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**ATTACHMENTS:** Bill No. 2025-14

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PREPARED BY: \_\_\_\_\_  
Karen Findora, City Clerk

DATED: July 14, 2025

**AN ORDINANCE OF THE CITY OF ODESSA, MISSOURI, AMENDING SEC. 2-429(a) OF THE ODESSA CITY CODE OF ORDINANCES AUTHORIZING THE MAYOR TO ANNUALLY APPOINT A NON-VOTING BOARD OF ALDERMEN LIAISON TO THE PLANNING AND ZONING COMMISSION.**

**WHEREAS**, the City of Odessa, Missouri, recognizes the importance of communication and coordination between the Board of Aldermen and the Planning and Zoning Commission; and

**WHEREAS**, the Board of Aldermen desires to establish a formal process for the Mayor to appoint a liaison from the Board of Aldermen to attend and participate in Planning and Zoning Commission meetings in a non-voting advisory capacity;

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

**SECTION 1.** Sec. 2-429(a) of the City Code of Odessa shall be amended to read as follows:

- (a) The city has created a city planning and zoning commission consisting of seven citizen members appointed by the mayor and approved by the board of aldermen. Insofar as feasible, members shall represent different professions, interest or occupations in the city. Members shall serve without compensation. The Mayor is authorized and empowered to annually appoint one (1) member of the Board of Aldermen to serve as a liaison to the Planning and Zoning Commission. The liaison appointment shall be made at the first regular meeting of the Board of Aldermen each May or as soon thereafter as reasonably practicable. The liaison shall serve in an advisory, non-voting capacity and shall act as a communication conduit between the Board of Aldermen and the Planning and Zoning Commission. The liaison shall not count towards a quorum.

**SECTION 2.** This ordinance shall be in full force and effect from and after its passage and approval.

**SECTION 3.** The City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.

**READ TWICE and passed by the Board of Aldermen of the City of Odessa, Missouri, and approved by the Mayor of Odessa this 14<sup>th</sup> day of July 2025.**



(SEAL)

\_\_\_\_\_  
Bryan D. Barner, Mayor

*ATTEST:*

*APPROVED:*

\_\_\_\_\_  
Karen Findora, City Clerk

\_\_\_\_\_  
Bryan D. Barner, Mayor



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## BOARD OF ALDERMEN ACTION REPORT

**ISSUE:** The Board of Aldermen for the City of Odessa aims to adopt meeting procedures and adjust the timing of regular meetings to better accommodate the schedules of both the Board and the public.

**ACTION REQUESTED:** Introduction and Readings of Bill No. 2025-15, amending Chapter 2, Article II, Division 2, Section 2-59 of the Code of Ordinances of the City of Odessa, Missouri.

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### BACKGROUND:

The Board of Aldermen for the City of Odessa seeks to enhance transparency, increase accessibility, and improve operational efficiency by formally adopting updated meeting procedures. As part of this effort, the Board proposes to amend the City Code to adjust the start time of regular meetings.

Specifically, Section 2-59 of the City of Odessa Code of Ordinances is being amended to change the regular meeting time of the Board of Aldermen from 7:00 p.m. to 6:00 p.m. Central Standard Time on the second and fourth Monday of each month. This change is intended to better accommodate the schedules of both the Board and the public, while maintaining consistency in location at the city community building unless otherwise specified.

Additionally, to promote community engagement, the Board affirms that public comments are welcomed during regular meetings. Members of the public will be given the opportunity to speak, subject to a time limit of three (3) minutes per speaker to ensure fairness and efficiency in the meeting process.

The ordinance also reiterates that compensation for members of the Board of Aldermen shall continue to be established by separate ordinance, as adopted from time to time.

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**FINANCIAL CONSIDERATIONS:** None.

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**ATTACHMENTS:** Bill No. 2025-15; Meeting Procedures

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PREPARED BY: \_\_\_\_\_  
Karen Findora, City Clerk

DATED: July 14, 2025

**BILL NUMBER: 2025-15**

**ORDINANCE NUMBER: 0000**

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 2, SECTION 2-59. –  
REGULAR MEETINGS IN THE CITY OF ODESSA CODE OF ORDINANCES**

**WHEREAS**, the Board of Aldermen of the City of Odessa desires to amend the time at which regular meetings are held in order to better accommodate the schedules of the Board and the public; and

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ODESSA, MISSOURI, AS FOLLOWS, TO WIT:**

**Section 1.** Chapter 2, Article II, Division 2, Section 2-59 of the Code of Ordinances of the City of Odessa, Missouri, is hereby amended to read as follows:

**Sec. 2-59. – Regular meetings; compensation of members of board of aldermen.** Regular meetings of the board of aldermen of the city shall be held on the second and fourth Monday of each month, commencing at ~~7:00 p.m.~~ 6:00 p.m. Central Standard Time, as applicable, at the city community building unless otherwise provided by the board of aldermen. The members of the board of aldermen shall receive such compensation as is set by ordinance from time to time.

**Section 2.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 3.** This ordinance shall be in full force and effect from and after its passage and approval.

**Section 4.** Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk, may be corrected with the endorsement of the City Administrator without the need to come before the Board of Aldermen.

**Section 5:** The codifier is hereby authorized to make edits to formatting to conform with the formatting of the City Code.

READ TWICE and passed by the Board of Aldermen of the City of Odessa, Missouri, and approved by the Mayor of Odessa this 14<sup>th</sup> day of July, 2025.

(SEAL)

\_\_\_\_\_  
Bryan D. Barner, Mayor

ATTEST:

APPROVED:

\_\_\_\_\_  
Karen Findora, City Clerk

\_\_\_\_\_  
Bryan D. Barner, Mayor



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## BOARD OF ALDERMEN ACTION REPORT

**ISSUE:** The Board of Aldermen for the City of Odessa aims to adopt meeting procedures for Regular, special, and called meetings to guide the conduct of the Board of Aldermen meetings.

**ACTION REQUESTED:** Motion/Second to approve Resolution No. 2025-16, to adopt meeting procedures for all meetings conducted by the Board of Aldermen.

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### BACKGROUND:

The Board of Aldermen conducts regular, special, and called meetings to carry out the legislative and administrative functions of the City. In order to promote transparency, consistency, and orderly governance, it is recommended that the Board adopt a standardized set of meeting procedures. These procedures outline the processes for setting agendas, managing public comment, conducting discussion and debate, voting, and maintaining general decorum.

Adopting such procedures ensures compliance with applicable laws and helps preserve the integrity and efficiency of Board operations. The procedures are intended to complement, not replace, existing laws in the City Code of Ordinances provisions.

Staff recommends approval of the resolution adopting the “Meeting Procedures for Board of Aldermen Meetings” as the official procedural guide for conducting all meetings of the Board.

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**FINANCIAL CONSIDERATIONS:** None.

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**ATTACHMENTS:** Bill No. 2025-16; Rules of Meeting Procedure

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PREPARED BY: \_\_\_\_\_  
Karen Findora, City Clerk

DATED: July 14, 2025



# **CITY OF ODESSA** *MISSOURI*

RULES OF MEETING PROCEDURE  
BOARD OF ALDERMEN

# **Rules of Procedure for Board of Aldermen Meetings**

## **City of Odessa, Missouri - Fourth Class City**

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## **Authority**

These rules are established under the authority granted to fourth-class cities under Chapter 79, RSMo., and are designed to guide the procedures and conduct of the Board of Aldermen of the City of Odessa, Missouri.

## **Mayor and Board of Aldermen**

The governing body consists of the Mayor and six Aldermen, two elected from each ward. They are responsible for legislative policy and oversight.

## **Purpose**

The purpose of these rules is to promote the efficient, orderly, and transparent conduct of all meetings of the Board of Aldermen. They are intended to ensure consistency in meeting structure and decorum, facilitate effective decision-making, and encourage meaningful public participation, while encouraging transparency and public engagement.

## **Mayor**

The Mayor presides over all meetings, represents the City ceremonially, and only votes to break a tie. The Mayor ensures that meeting rules are followed and maintains order.

## **Mayor Pro-Tem**

In the absence of the Mayor, the Mayor Pro-Tem (elected annually by the Board) performs all duties of the Mayor during meetings.

## **Planning Commission Liaison**

The Planning Commission Liaison, appointed by the Mayor, shall attend all Planning Commission meetings and provide an update to the Board of Aldermen at the next scheduled meeting.

## **City Clerk**

The City Clerk prepares agendas, attends all meetings, records minutes, maintains records, provides notice of meetings, and ensures compliance with the Sunshine Law.

## **City Attorney**

The City Attorney serves as legal counsel to the Board, reviews and interprets legislation, advises on procedure and decorum, protects the City's legal interest, participates in closed sessions, and assists with conflict-of-interest issues.

## **Duties of Mayor**

The Mayor presides at meetings, calls special meetings, signs official documents, ensures orderly conduct, and may recommend measures to the Board.

## **Board of Aldermen**

Two-Year Term Aldermen are elected for staggered two-year terms. Each Alderman represents their ward and serves the community in accordance with state and local laws.

## **Conduct of the Board**

Board members shall maintain decorum, respect differing opinions, and conduct themselves professionally in all meetings.

## **Staff Participation**

City staff may provide input when called upon but do not vote. They may assist with reports, recommendations, or answer questions.

## **Meeting Schedule**

Regular meetings shall be held on the second and fourth Monday at 6:00 p.m. at Dyer Park Community Bldg., located at 601 W Main Street, Odessa, Missouri. Special meetings may be called per state law with proper notice.

## **Quorum and Attendance**

A majority (four of six Aldermen) constitutes a quorum. Members should notify the City Clerk in advance if they are unable to attend.

## **Voting**

Each Alderman shall have one vote. The Mayor only votes in case of a tie. All votes must be cast openly (roll call when required). Abstentions must be stated and will be recorded in the minutes.

## **Parliamentary Rules of Procedure**

The Board shall follow Robert's Rules of Order, Newly Revised, unless otherwise stated in these rules.

## **Open Meetings and Records Policy**

Meetings shall comply with the Missouri Sunshine Law (RSMo. Chapter 610). Notices and agendas must be posted at least 24 hours in advance. Communications among a quorum of the Board are considered a public record and should be copied to the City Clerk's email. More than one communication among a quorum of the Board is considered a meeting and is in violation of the Missouri Sunshine Law.



## **Closed Meetings and Records Policy**

Closed sessions may only be held for purposes outlined in RSMo. 610.021. A roll call vote citing the specific statutory reason is required.

## **Special Meetings**

Special meetings may be called by the Mayor or a majority of the Board with at least 24 hours' notice, in accordance with Missouri's Sunshine Law.

## **Getting the Floor**

Members must be recognized by the Mayor before speaking. Interruptions are not permitted except for procedural questions.

## **Public Comment and Allotted Time**

Anyone wishing to address the Board must complete a Speaker Appearance Form. If the Speaker Appearance Form is completed online, it must be submitted to the City Clerk prior to 4:00 p.m. on the day of the meeting; otherwise, the speaker will need to complete a paper form and submit it to the City Clerk before the start of the meeting. The Board should not engage in discussion with the speaker, but take the matter under advisement for a future meeting. Time shall be allotted for public comment at each meeting. Speakers must state their name/address and adhere to time limits. (3 minutes) All comments must be directed to the Mayor and Board of Aldermen.

## **Interruptions**

Board members or the public shall not interrupt others while speaking. The Mayor may call to order any person who disrupts proceedings.

## **Conflicts of Interest**

Members must disclose conflicts of interest and refrain from discussing or voting on such matters in compliance with MEC regulations.

## **Agenda Preparation**

The agenda will be prepared by the City Clerk in collaboration with the Mayor and City Administrator.

## **Order of Business**

A typical meeting agenda will include the following, subject to change:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Welcome Visitors

5. Approval of Consent/Minutes Agenda
6. Mayor/Board Comments
7. City Administrator Report
8. Public Hearing
9. Public Comments
10. Recognitions/Presentations
11. Old Business
12. New Business
13. Discussion/Presentations
14. Next Scheduled Meeting
15. Adjournment

### **Procedure for Public Hearings**

Public hearings begin with a staff report, followed by public input, then discussion and decision by the Board.

- Order of Public Hearing
- Staff presentation
- Applicant statement (if applicable)
- Public comments (proponents then opponents)
- Board discussion
- Decision

### **Meetings**

Shall Be Open to the Public. All regular and special meetings shall be open to the public unless legally closed.

### **Motions**

All motions shall be directed to the Mayor and stated out loud for the public to hear. Motions require a second before discussion. The Mayor restates the motion before a vote is taken.

### **Members Leaving Council Chambers During Meeting**

With the exception of a member of the Board recusing themselves and leaving the meeting due to a conflict, the Mayor and Board Members shall remain in their designated places during the meeting unless a recess is called or the member is excused by the Mayor with cause. A vote shall not be taken during a member's absence from their chair.

### **Visitors**

Visitors are welcome and encouraged to attend meetings but must remain orderly and follow meeting decorum.

## **Conduct During Meetings**

Members wishing to speak must be recognized by the Mayor and should confine their remarks to one specific topic currently under consideration. Discussions should be related to the topic at hand to allow enough time for all scheduled issues to be fully addressed.

Cell phone and computer use for texting or engaging in social media during meetings should be avoided. Members are encouraged to refrain from discussing or sharing their opinions on matters through social media or outside of public meetings. If emails are received regarding a project prior to a public meeting, members should provide the date of the meeting when the item will be discussed and encourage the individual to attend to hear all testimony or address the Board.

All attendees at meetings must be respectful and refrain from disruptive behavior. The Mayor may have disorderly individuals removed. Decorum is essential; personal attacks and disruptive actions are not allowed. Members should treat one another, staff, and the public with courtesy and respect.

## **Suspension of Rules of Procedure**

These procedures may be amended by a majority vote of the Board. The Board may suspend any portion of these procedures by a two-thirds vote, unless otherwise prohibited by state law.

## **Sample Motions**

- "I move to approve the minutes as presented."
- "I move to adopt Bill No. \_\_\_\_ as Ordinance No. \_\_\_\_."
- "I move to go into closed session pursuant to RSMo 610.021(1)."
- "I move to adjourn the meeting."

These procedures shall be effective upon adoption by resolution of the Board of Aldermen and remain in effect until amended or repealed.

Adopted by Resolution 2025-16 by the Board of Aldermen of the City of Odessa, Missouri, this 14<sup>th</sup> day of July, 2025.



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**RESOLUTION NO. 2025-16**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF ODESSA, MISSOURI,  
ADOPTING MEETING PROCEDURES FOR THE BOARD OF ALDERMEN MEETINGS.**

**WHEREAS**, the Board of Aldermen recognizes the importance of conducting its meetings in an orderly, efficient, and transparent manner that promotes public participation, consistency, and fairness; and

**WHEREAS**, establishing a clear set of meeting procedures will aid in the effective governance of the City and help ensure the business of the City is conducted responsibly and in accordance with applicable laws and public expectations; and

**WHEREAS**, the Board has reviewed and desires to adopt meeting procedures that outline guidelines for agendas, public comments, discussion and debate, voting, and general decorum during meetings of the Board of Aldermen.

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

**SECTION 1.** The Board of Aldermen hereby adopts the attached Meeting Procedures for Board of Aldermen Meetings as the official procedural guidelines for all regular, special, and called meetings of the Board.

**SECTION 2.** These procedures shall govern the conduct of all meetings unless otherwise superseded by state law or City ordinance.

**SECTION 3.** This Resolution shall be in full force and effect from and after its passage and approval.

**SECTION 4.** The City Clerk is hereby authorized to correct any scriveners' errors made in amending the Resolution.

**APPROVED AND PASSED** by the Board of Aldermen and approved by the Mayor of the City of Odessa, Missouri, this 14<sup>TH</sup> day of July, 2025.

(SEAL)

ATTEST:

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Bryan D. Barner, Mayor

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Karen Findora, City Clerk



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## BOARD OF ALDERMEN ACTION REPORT

**ISSUE:** Approve contract with Cummins Sales and Service for a three-year preventative maintenance program for all City-owned generators.

**ACTION REQUESTED:** Motion/Second to approve Resolution No. 2025-17, authorizing the Mayor to enter into an agreement with Cummins Sales and Service for a three-year preventative maintenance contract covering inspection, service, and load testing of City-owned generators.

---

### BACKGROUND:

The City of Odessa relies on multiple emergency backup generators to power essential facilities, including lift stations, the water plant, and power plant. These generators play a vital role in maintaining city operations during power outages and emergencies.

To ensure reliability and extend the lifespan of these critical assets, staff recommends entering into a three-year planned maintenance agreement with Cummins Sales and Service. This agreement consolidates all generator maintenance into a single coordinated contract, improving service consistency, budgeting predictability, and vendor accountability.

The contract includes:

- Annual inspections and full service for each of the City's four generators
- Load bank testing performed once during the three-year term for each generator
- Use of Cummins genuine parts and certified technicians
- Locked-in pricing through 2028
- "Pay as you go" billing each year for completed services

This maintenance approach aligns with industry best practices and eliminates the need for piecemeal or emergency maintenance calls, which often come at a higher cost and operational risk.

The agreement covers the following locations and equipment:

- Hughes Road Lift Station – 750kW MTU Generator
- Starr School Lift Station – 750kW Kohler Generator
- Water Plant – 300kW Cummins Generator
- Power Plant – 80kW Cummins Generator

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**FINANCIAL CONSIDERATIONS:** The total agreement cost over three years is \$31,236.06, billed annually. The cost will be split by the three public works departments and funded by the budgeted contract labor line items.

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**ATTACHMENTS:** Resolution No. 2025-17; Cummins Maintenance Agreement Quote (Q-384995)

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**PREPARED BY:** \_\_\_\_\_  
Shawna Davis, City Administrator

**DATED:** July 14, 2025



# **Planned Equipment Maintenance Proposal to CITY OF ODESSA MO**



To the attention of: CITY OF ODESSA MO

Cummins provides best in class products and related services worldwide with the highest quality in the industry. We service more than Cummins engines and generators, and we're pleased to offer you the following planned equipment maintenance proposal.

## **Cummins Available Planned Maintenance Services:**

Cummins offers the following services - based on your selected packages these may or may not be included:

**System Inspections:** Batteries, controls, fuel systems, cooling systems, intake and exhaust systems, controls and accessories, aftertreatment basic run testing included in all Inspection Services.

**Oil & Coolant Analysis:** Sampling, included in all Inspection + Services, provides an overall snapshot of the equipment condition.

**Planned Maintenance:** Clean filters and oil changes included in Full Service keeps your product ready to run.

**Load Bank Testing:** Prevents wet stacking in diesel engines. In all units load bank testing applies controlled load to the equipment to test for proper operation providing peace of mind.

**Transfer Switch & Switchgear:** Cummins takes care of your whole system.

**Cummins Branded Parts:** Maintenance always includes Cummins Genuine Parts where applicable.

**Warranty:** Best-in-Industry warranty is always included, with a variety of extended warranty options available on Cummins equipment.

**Digital Monitoring:** Cummins Acumen is a best in class remote monitoring solution for your products to ensure availability and minimize unexpected costs.

**Additional Available Services:** Winterization, oil extension programs, training and more can all be customized to your needs.

For additional information regarding Cummins available products and services, please contact your Sales Representative.

## **Pricing for Services:**

This 3 year proposal has been customized for your equipment and operations as described here:

<u>Customer Information:</u>	<u>Contact Information:</u>
CITY OF ODESSA MO	Name: Troy Woutzke
PO BOX 128, ODESSA, Missouri, 64076-0128	Phone Number: 660-651-6684
Account Number: 92399	Cell:
	Email: troy.woutzke@cityofodessamo.com





The package Custom Bundle includes the below services for this equipment:

<b>Site Information:</b>  7147 Hughes Rd Odessa, Missouri 64076 United States  <b>Access:</b> Standard  <b>Access Notes:</b> Hughes Rd 750kW MTU 6881-7745 Hughes Rd Odessa, MO 64076  <b>Service Branch:</b> Cummins Sales & Service - Kansas City MO  8201 NORTHEAST PARVIN RD KANSAS CITY, Missouri 64161 United States			<b>Equipment Information:</b>  <b>Manufacturer:</b> MTU  <b>Model:</b> Non-Cummins  <b>Engine Serial Number:</b>  <b>Genset Serial Number:</b> 95020500097  <b>ATS Serial Number:</b>  <b>Quantity:</b> 1  <b>Install Date:</b>  <b>Warranty Expiration Date:</b>		
--	--	--	---	--	--

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	566.72	566.72
	Full Service	Annually	1	1,967.36	1,967.36
<b>Year 1 Total:</b>					2,534.07

Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	566.72	566.72
	Full Service	Annually	1	1,967.36	1,967.36
<b>Year 2 Total:</b>					2,534.07

Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	566.72	566.72
	Full Service	Annually	1	1,967.36	1,967.36
	Load Bank Test - 4 hours	Once	1	1,726.93	1,726.93
<b>Year 3 Total:</b>					4,261.01

**Price of Services per Unit: USD 9,329.16**  
**Total Price of Services: USD 9,329.16**



The package Custom Bundle includes the below services for this equipment:

<b>Site Information:</b>			<b>Equipment Information:</b>		
900 W Dryden St Odessa, Missouri 64076 United States			<b>Manufacturer:</b> Cummins Model		
<b>Access:</b> Standard			<b>Model:</b> Cummins Model		
<b>Access Notes:</b> Power Plant 80kW Cummins			<b>Engine Serial Number:</b>		
<b>Service Branch:</b>			<b>Genset Serial Number:</b> J120408082		
Cummins Sales & Service - Kansas City MO			<b>ATS Serial Number:</b>		
8201 NORTHEAST PARVIN RD			<b>Quantity:</b> 1		
KANSAS CITY, Missouri 64161			<b>Install Date:</b>		
United States			<b>Warranty Expiration Date:</b>		
<b>Year 1</b>	<b>Service Type</b>	<b>Frequency</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
	Inspection	Annually	1	479.91	479.91
	Full Service	Annually	1	927.27	927.27
<b>Year 1 Total:</b>					1,407.18
<b>Year 2</b>	<b>Service Type</b>	<b>Frequency</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
	Inspection	Annually	1	479.91	479.91
	Full Service	Annually	1	927.27	927.27
<b>Year 2 Total:</b>					1,407.18
<b>Year 3</b>	<b>Service Type</b>	<b>Frequency</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
	Inspection	Annually	1	479.91	479.91
	Full Service	Annually	1	927.27	927.27
	Load Bank Test - 4 hours	Once	1	1,241.57	1,241.57
<b>Year 3 Total:</b>					2,648.76

**Price of Services per Unit: USD 5,463.12**  
**Total Price of Services: USD 5,463.12**



The package Custom Bundle includes the below services for this equipment:

<b>Site Information:</b>			<b>Equipment Information:</b>		
11023 Starr School Rd Odessa, Missouri 64076 United States			<b>Manufacturer:</b>	Kohler	
<b>Access:</b> Standard			<b>Model:</b>	Non-Cummins	
<b>Access Notes:</b> Starr School 750kW Kohler			<b>Engine Serial Number:</b>		
<b>Service Branch:</b>			<b>Genset Serial Number:</b>	2147159	
Cummins Sales & Service - Kansas City MO			<b>ATS Serial Number:</b>		
8201 NORTHEAST PARVIN RD KANSAS CITY, Missouri 64161 United States			<b>Quantity:</b>	1	
			<b>Install Date:</b>		
			<b>Warranty Expiration Date:</b>		
<b>Year 1</b>	<b>Service Type</b>	<b>Frequency</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
	Inspection	Annually	1	587.63	587.63
	Full Service	Annually	1	1,968.39	1,968.39
<b>Year 1 Total:</b>					2,556.02
<b>Year 2</b>	<b>Service Type</b>	<b>Frequency</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
	Inspection	Annually	1	587.63	587.63
	Full Service	Annually	1	1,968.39	1,968.39
<b>Year 2 Total:</b>					2,556.02
<b>Year 3</b>	<b>Service Type</b>	<b>Frequency</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
	Inspection	Annually	1	587.63	587.63
	Full Service	Annually	1	1,968.39	1,968.39
	Load Bank Test - 4 hours	Once	1	1,932.75	1,932.75
<b>Year 3 Total:</b>					4,488.77

**Price of Services per Unit: USD 9,600.81**  
**Total Price of Services: USD 9,600.81**



The package Custom Bundle includes the below services for this equipment:

<b>Site Information:</b>  325 S 8th St Odessa, Missouri 64076 United States  <b>Access:</b> Standard  <b>Access Notes:</b> Water Plant 300kW Cummins 446-498 S 8th St  <b>Service Branch:</b> Cummins Sales & Service - Kansas City MO  8201 NORTHEAST PARVIN RD KANSAS CITY, Missouri 64161 United States			<b>Equipment Information:</b>  <b>Manufacturer:</b> Cummins Model  <b>Model:</b> Cummins Model  <b>Engine Serial Number:</b>  <b>Genset Serial Number:</b> K120418281  <b>ATS Serial Number:</b>  <b>Quantity:</b> 1  <b>Install Date:</b>  <b>Warranty Expiration Date:</b>		
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Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	502.63	502.63
	Full Service	Annually	1	1,291.48	1,291.48
<b>Year 1 Total:</b>					1,794.11

Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	502.63	502.63
	Full Service	Annually	1	1,291.48	1,291.48
<b>Year 2 Total:</b>					1,794.11

Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	502.63	502.63
	Full Service	Annually	1	1,291.48	1,291.48
	Load Bank Test - 4 hours	Once	1	1,460.65	1,460.65
<b>Year 3 Total:</b>					3,254.76

**Price of Services per Unit: USD 6,842.99**  
**Total Price of Services: USD 6,842.99**

<b>Year 1 Total:</b>	USD 8,291.38
<b>Year 2 Total:</b>	USD 8,291.38
<b>Year 3 Total:</b>	USD 14,653.30



<b>Total Agreement - PreTax:</b>	USD 31,236.06
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**Notes:**

**Anything not specifically addressed above is not included.**

**Customer Responsibilities:**

The Customer is responsible for operating the maintained equipment and shall perform all checks as described in the Operation and Maintenance Manual.

**Proposal Considerations:**

1. All work is planned from Monday to Friday on normal Business working hours – 8:00am to 5:00pm. Additional and off-hours work and billable amounts not listed in the above scope of work shall be based on current calendar year rates.
2. All pricing above is stated excluding any and all taxes.
3. This quotation is open for acceptance for 60 days after which both price and service delivery period will be subject to confirmation prior to acceptance of proposal.
4. The pricing in this quotation will remain the same over the duration of the term.
5. This proposal is offered in U.S. Dollar.
6. Payment terms for this quote are Pay as you go.

This maintenance proposal is expressly conditioned upon acceptance of the <https://www.cummins.com/regional-terms-and-conditions/powercare> of Cummins' Maintenance Agreement.

I appreciate your interest in working with Cummins and I thank you for your business. If you need any further assistance or clarification, please do not hesitate to contact me.

**To accept this quotation as provided, please return a signed copy of this form or contact me for an electronically signable version.**

Sincerely,

Erin Zehr  
Senior PEM Sales Executive - PG  
816-518-3659  
erin.zehr@cummins.com  
www.cummins.com

**Please return signed agreement to:** erin.zehr@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller. The foregoing product/ services upon the terms and condition set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached here to which are hereby incorporated here in reference.



**Customer Approval ( Quote ID Q-384995 )**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Approval Cummins Sales & Service - Kansas City  
MO**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Generator

## Planned Equipment Maintenance

### INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

#### BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

#### FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis\*

#### COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis\*

#### LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis\*

#### GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

#### INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement\*
- Optional - Clean crankcase breather or replace filters\*

#### GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

#### TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

#### AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

#### SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

## FULL SERVICE

INCLUDES INSPECTION

#### OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

#### LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

\* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

## PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions ("Terms and Conditions"), together with the quote on the front side ("Quote") and the scope of services, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

**1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

**2. CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

**3. PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

**4. DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. **AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.**

**5. WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

**6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

**NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW AND WITHOUT WAIVING ANY SOVEREIGN IMMUNITY OR ANY OTHER IMMUNITY OR DEFENSE, IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED ONE MILLION (\$1,000,000) DOLLARS BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

**7. TERMINATION FOR DEFAULT.** If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

**8. GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Missouri without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Missouri shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

**9. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**10. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**11. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

**12. SPECIALIZED EQUIPMENT & PROCESSES.** During the provision of services, except where prohibited by law, Cummins may utilize specialized processes, methodologies, and hardware including but not limited to QuickFit technology, adapters, quick connection fittings, hoses or other aids to facilitate oil exchange. These are provided as part of the services and at no additional cost to you. By signing this agreement, you acknowledge and consent to the installation and use of such processes, methodologies, and hardware.

**13. MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

**14. ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

**15. PRICING AND TARIFF.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ("Performance Date") due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. Notwithstanding the foregoing, any price adjustment, at any time during the Term of this PO will be negotiated in good faith between both Parties and agreed upon in writing via change order.

**16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**





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**RESOLUTION NO. 2025-17**

**A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUMMINS SALES AND SERVICE FOR A THREE-YEAR PREVENTATIVE MAINTENANCE CONTRACT FOR CITY-OWNED GENERATORS**

**WHEREAS**, the City of Odessa owns and operates multiple emergency backup generators that provide essential power to critical infrastructure, including lift stations, the water plant, and the power plant; and

**WHEREAS**, these generators play a vital role in maintaining city operations during power outages and emergencies, and their reliability is essential to the continued safety and well-being of the community; and

**WHEREAS**, to ensure operational reliability, extend the lifespan of these critical assets, and improve service consistency and vendor accountability, city staff recommends entering into a three-year preventative maintenance agreement with Cummins Sales and Service; and

**WHEREAS**, the proposed agreement with Cummins Sales and Service will provide comprehensive maintenance services, including inspection, servicing, and load testing of all City-owned generators, for a total cost of \$31,236.06 over three years, billed annually; and

**WHEREAS**, the total annual cost will be shared among the three public works departments and funded through the departments' budgeted contract labor line items; and

**WHEREAS**, Cummins Sales and Service is recognized for providing best-in-class products and services in the generator maintenance industry, making them a suitable vendor for this critical service;

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

**SECTION 1.** The Board of Aldermen hereby authorizes the Mayor to enter into a three-year preventative maintenance agreement with Cummins Sales and Service in the total amount of \$31,236.06, billed annually.

**SECTION 2.** The cost of this agreement shall be shared among the three public works departments and funded through the departments' existing contract labor budget line items.

**SECTION 3.** This Resolution shall be in full force and effect from and after its passage and approval.

**SECTION 4.** The City Clerk is hereby authorized to correct any scriveners' errors made in amending the Resolution.

**APPROVED AND PASSED** by the Board of Aldermen and approved by the Mayor of the City of Odessa, Missouri, this 14<sup>TH</sup> day of July, 2025.

(SEAL)

ATTEST:

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Bryan D. Barner, Mayor

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Karen Findora, City Clerk



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## BOARD OF ALDERMEN ACTION REPORT

**ISSUE:** Approve contract with SAM, LLC for professional GIS mapping and web-based GIS services.

**ACTION REQUESTED:** Motion/Second to approve Resolution No. 2025-18, authorizing the Mayor to enter into an agreement with SAM, LLC for professional GIS services for utility mapping and web-based GIS implementation.

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### BACKGROUND:

The City of Odessa issued a formal Request for Quotation (RFQ) for Professional Utility GIS Mapping & Web-Based GIS services (Bid No. 02-25) to develop accurate and comprehensive mapping of the City's sanitary sewer and water systems, and to integrate this data into a web-based GIS system for internal and field use.

Several proposals were received, and after review of qualifications, methodology, and cost, SAM, LLC was selected as the most qualified and cost-effective provider. SAM previously completed the City's electric system GIS mapping in 2021 and currently manages the City's web-based GIS platform. Their strong familiarity with Odessa's infrastructure and personnel positions them well for a seamless project delivery.

The scope of services includes:

- GPS field mapping and inspection of all sanitary sewer and water utility features
- GIS data development including invert elevations, pipe sizes, materials, and condition assessments
- Development and deployment of a customized geodatabase and integration with Odessa's current web-based GIS platform
- Comprehensive training for City staff and ongoing system support

The project will begin following contract approval and be completed within approximately four months.

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**FINANCIAL CONSIDERATIONS:** The total cost for services outlined in the agreement is \$87,100.00, with no cost for ongoing website maintenance during the term of the agreement due to existing arrangements. The cost includes:

- Sanitary Sewer GIS Mapping: \$51,900.00
- Water Utility GIS Mapping: \$35,200.00

Funding will be allocated from Water and Wastewater Department CIP and is within the allocated amounts for the project.

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**ATTACHMENTS:** Resolution No. 2025-18; SAM, LLC Contract Agreement; Scope of Services (Attachment A)

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**PREPARED BY:** \_\_\_\_\_  
Shawna Davis, City Administrator

**DATED:** July 14, 2025

**Odessan Newspaper Advertisement:**

**Bid No. 02-25 - GIS Mapping & Web-Base GIS**

The City of Odessa, MO, seeks proposals from qualified consulting firms interested in providing Professional Utility GIS Mapping & Web-Based GIS. Full RFQ details are available at [www.cityofodessamo.com](http://www.cityofodessamo.com). Proposals should be submitted by 4:00 pm on May 22, 2025. For additional information please contact City Administrator, Shawna Davis at [shawna.davis@cityofodessamo.com](mailto:shawna.davis@cityofodessamo.com), or at 816-230-5577.



# City of Odessa

228 S Second Street • PO Box 128 • Odessa, MO 64076

Phone: 816-230-5577 • [info@cityofodessamo.com](mailto:info@cityofodessamo.com)

[www.cityofodessamo.com](http://www.cityofodessamo.com)

## INVITATION TO BID / REQUEST FOR QUOTATION

This Document Contains the Following:

- PART I: Introduction
- PART II: Term of Engagement
- PART III: Scope of Services Required
- PART IV: Proposal Requirements
- PART V: Evaluation Criteria
- PART VI: General Terms and Provisions
- PART VII: Description of the Government Time Requirement

### PART I: REQUEST FOR QUOTATION

**Bid No. 02-25**

**AMENDED**

*The City of Odessa, Missouri will accept bids from qualified firms interested in providing the following:*

### Professional Utility GIS MAPPING & WEB-BASED GIS

**BIDS MUST BE RECEIVED BY:**

~~May 22, 2025 at 4:00pm~~

**May 29, 2025 at 4:00pm**

*There will be no public bid opening.*

**Please mark your bid "Bid 02-25" and return it to:**

City of Odessa  
Attn. Shawna Davis, City Administrator  
228 S. 2<sup>ND</sup> Street  
PO Box 128  
Odessa, MO 64076

**For more information, contact:**

Shawna Davis, City Administrator (816) 230-5577 or at  
[shawna.davis@CityofOdessaMO.com](mailto:shawna.davis@CityofOdessaMO.com)

# PART I: INTRODUCTION

## Bid No. 02-25

### GENERAL INFORMATION

The City of Odessa, Missouri (City) is requesting proposals from qualified firms to provide professional Geographic Information System (GIS) mapping services for the City's sanitary sewer and water utility networks. The selected firm will assist in data collection, mapping, and the implementation of a web-based GIS platform to enhance utility management, asset tracking, and decision-making. The system must be accessible from multiple devices, including; cell phones, tablets, and desktops. City staff must be able to add data and information on all these devices.

Interested firms should submit three (3) original copies in a sealed envelope clearly marked with "**Proposal for Professional Utility GIS Mapping & Web-Based GIS, Bid 02-25**" with the firm's name and address. Proposals must be submitted to the address listed below no later than ~~May 22, 2025 by 4:00 pm~~ **May 29, 2025 by 4:00 pm**. Late proposals, regardless of delivery means, will not be considered. The City of Odessa, Missouri reserves the right to reject any or all proposals submitted.

City of Odessa  
Shawna Davis, City Administrator  
228 S. 2<sup>ND</sup> Street  
PO Box 128  
Odessa, MO 64076

Proposals submitted will be evaluated by a selection committee selected by the City of Odessa, consisting of 3 to 4 Management-Level City staff and/or Elected Officials.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. All proposals submitted hereunder become the exclusive property of the City.

The firm selected shall comply with the requirements of Section 285.530 RSMo, which prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. The Firm hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. In connection therewith, Firms covenants that it is not knowingly in violation of Section 285.530 RSMo; that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project; and that its employees are lawfully eligible to work in the United States. Before commencing work on the project, the Firm shall provide an Affidavit of Work Authorization in the form set forth at the end of this Invitation to Bid/Request for Quotation and adequate documentation of participation in a federal work authorization program (such as E-Verify).

Pursuant to 34.600, RSMo., if the contract derived from this Invitation to Bid/Request for Quotation is valued over \$100,000, or if the selected firm has 10 or more employees, the selected firm must complete a written certification that affirms the selected firm is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with

Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

During the evaluation process, the City reserves the right, where it may be in the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Firm of the conditions contained in this Invitation to Bid/Request for Quotation, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

It is anticipated the selection of a firm will be completed and awarded by the City of Odessa Board of Aldermen on May 27, 2025. It is expected that a contract will be executed between both parties.

## **PART II: TERM OF ENGAGEMENT**

### **Bid No. 02-25**

This Invitation to Bid/Request for Quotation or any party may be terminated by either party by giving sixty (60) days advance written notice to the other party; but if any work or service there under is in progress, but not completed as of the date of termination, the said contract may be extended upon written approval of the City until said work or services are completed and accepted.

In the event the agreement is terminated or canceled upon request and for the convenience of the City, without the required sixty (60) days advance notice, then the City shall pay the vendor for any work performed to date.

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision and termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

This contract is subject to annual appropriation by the Board of Aldermen of the City of Odessa, Missouri, in accordance with its normal funding practices. In the event funds are not available in full or in part, the contracts shall be canceled and/or subject to modification to the extent of availability of funds.

Any contract derived from this Invitation to Bid/Request for Quotation shall be the entire agreement between the parties and shall supersede any prior agreements, obligations, or understandings between the parties. Such contract shall be in writing and executed by both parties.

## **PART III: SCOPE OF SERVICES REQUIRED**

### **Bid No. 02-25**

#### **SCOPE OF WORK TO BE PERFORMED**

The firm selected will be the highest ranked respondent that successfully demonstrates the following experience and capabilities in providing all potential services requested in this Invitation to Bid/ Request for Quotation as associated with GPS field location and data collection of the sanitary sewer and waterline utility networks, as well as utility inspections, Esri based GIS program development, web-based GIS development, on-going management, data storage, training, and support. The City of Odessa, Missouri desires the selected firm shall provide services including, but not limited to:

#### **GIS Data Development & Mapping**

- Field verification and data collection for sanitary sewer and water utility assets, not including water meter data collection location.
- Data must be collected in State Plane Coordinate System with survey-grade RTK technology (+/-2cm accuracy) for x,y,z for sanitary sewer and water "using survey-grade each asset must be individually collected in the field."
- Mapping of pipes, valves, hydrants, manholes, lift stations, and other utility infrastructure.
- Integration of existing as-built drawings, paper maps, and digital records into a GIS database.

#### **GIS Database Development**

- Creation of an up-to-date GIS geodatabase compatible with ESRI's ArcGIS platform.
- Integrate all available County digital cadastral data.
- Attribute data collection and population for each asset type.
- Establishment of meta data standards and quality control measures.
- Provide ongoing maintenance, data security, and back up.

#### **Web-Based GIS Implementation**

- The selected firm will provide coordination and quality control in conjunction with City staff for the sharing of data, reviewing and correction of data during the development process.
- All GIS data must be developed using Esri technology.
- Development of a secure, user-friendly web-based GIS platform accessible, register an SSL domain name and provide password protected user accounts.
- Configuration of interactive mapping tools for querying, analyzing, and visualizing utility data.
- Training and support for City personnel in the use of the GIS platform.
- Availability to transfer all data to Utility hosted platforms in the future.

#### **System Integration & Maintenance**

- Integration of GIS data with existing City software ~~and asset management systems.~~
- Recommendations for ongoing data updates and maintenance strategies.
- Availability to transfer all data to Utility hosted platforms in the future.
- All data collected or stored on behalf of the City of Odessa shall be owned by the City of Odessa.

#### **Quantities - Approximate**

- Sanitary Sewer Lines: 38 miles
- Manholes: 600
- Lift Stations: 16
- Water Lines in Miles: 43 miles
- Hydrants: 255
- Valves: **UNKNOWN**



## **PART IV: PROPOSAL REQUIREMENTS**

### **Bid No. 02-25**

Firms responding to this Invitation to Bid/Request for Quotation must submit the following information:

#### **Company Information**

Name, address, and contacts details

Overview of company qualifications and relevant experience

#### **Timeline & Deliverables**

Proposed project schedule with major milestones.

## **PART V: EVALUATION CRITERIA**

### **Bid No. 02-25**

#### **EVALUATION CRITERIA**

Proposals will be evaluated based on the following criteria:

- Experience and qualifications of the firm (30%)
- Understanding of project scope and proposed methodology (30%)
- Cost-effectiveness of proposal (20%)
- References and past project performance (10%)
- Project timeline and deliverability (10%)

## **PART VI: GENERAL TERMS & PROVISIONS**

### **Bid No. 02-25**

#### **GENERAL TERMS & CONDITIONS**

- The City of Odessa reserves right to reject any or all proposals.
- The selected firm must comply with all local, state, and federal laws and regulations, whether or not such laws and regulations are specifically mentioned within this Invitation to Bid/Request for Quotation or the contract between the firm and the City.
- Any proprietary software or services proposed must be disclosed in the submission.

For further inquiries, contact Shawna Davis, City Administrator at [Shawna.Davis@cityofodessamo.com](mailto:Shawna.Davis@cityofodessamo.com) or (816) 230-5577

Issued by:  
Karen Findora, City Clerk  
City of Odessa, Missouri  
April 28, 2025

# **PART VII: DESCRIPTION OF GOVERNMENT TIME REQUIREMENT**

## **Bid No. 02-25**

### **SUBMISSION OF PROPOSALS**

**May 29, 2025 at 4:00 p.m.**

The respondent is required to submit three (3) copies of their proposal and qualifications by ~~May 22, 2025 at 4:00 p.m.~~ Proposals are to be addressed Attn. Shawna Davis, City Administrator, City of Odessa, Missouri in a sealed envelope clearly marked "Proposal for Professional Utility GIS Mapping & Web-Based GIS, Bid 02-25. There will be no public bid opening.

### **COMPLIANCE, INDEMNIFICATION, INSURANCE**

- Compliance: All contractual agreements shall comply with federal, state, or local laws, which apply to work performed under this agreement.
- Indemnification & Hold Harmless: Firms shall indemnify and hold harmless the City of Odessa, their officers, agents, and employees against any claim or liability arising from arising from the work described in the contract.
- Insurance: Firms shall provide a Certificate of Liability insurance, to be maintained during the period of the contract, which shall include general liability coverage in the amount of the sovereign immunity limits of \$3,448,710 for all claims arising out of a single accident or occurrence, and \$517,306 for any one person in a single accident and proof of professional liability/errors and omissions insurance, to be maintained during the period of the contract.

### **TECHNICAL PROPOSAL**

- LICENSE TO PRACTICE IN MISSOURI: An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Missouri.
- FIRM QUALIFICATIONS AND EXPERIENCE: The proposer should state the size of the firm, the size of the firm's staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.
- PARTNER, SUPERVISORY, AND STAFF QUALIFICATIONS:
  - Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement.
  - Indicate whether each person is registered or licensed to practice as a certified Esri ArcGIS user in Missouri.
  - Provide information on the technical expertise of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this request.

**SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES:** For the firm's office that will be assigned responsibility for the project request, list the most significant engagements (maximum 5) performed in the last five years that are similar to the engagement described in this request for quotation.

## **SEALED DOLLAR COST BID**

The sealed dollar cost bid should contain all pricing information relative to performing the utility GIS mapping and web-based software as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The sealed dollar cost bid should include the following information:

- Name of Firm.
- Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of Odessa, Missouri.

## **RIGHT TO REJECT PROPOSALS**

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Odessa, Missouri and the firm selected.

The City of Odessa, Missouri reserves the right without prejudice to reject any or all proposals at any time. It shall be noted that once the qualified firm is selected, the City can amend, refine or modify the objectives provided in this RFQ to meet the goals and overall needs of the City.

## **GENERAL CONDITIONS**

The City of Odessa reserves the right to retain all proposals submitted and use any ideas contained within such proposal. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Odessa and the firm selected.

The City of Odessa will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in this proposal.

The selected firm will be required to enter into an agreement relating to the firm's obligations to perform the work included in this Invitation to bid.

The proposal must remain valid for at least sixty (60) days from submittal date.

## **INCLUSIONS**

A complete proposal must include the following assurances and schedules, with a signed attestation by an authorized representative of the proposing firm.

- **PROPOSER GUARANTEES:** The proposing firm certifies it can and will provide and make available, as a minimum, all services set forth in Part III, Nature of Services Required.
- **PROPOSER WARRANTIES:** Proposing firm warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.
- Proposing firm warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Odessa.
- Proposing firm warrants that all information provided in its proposal is true and accurate.

**Certification Regarding Debarment, Suspension,  
Ineligibility, And Voluntary Exclusion Contractor Covered  
Transaction**

- 1) The prospective contractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its representatives is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach and explanation to this form.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Recipient's Name

\_\_\_\_\_  
Name and Title Division Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
DUNS number

\_\_\_\_\_  
Cage Code

## STATEMENT OF QUALIFICATIONS PROPOSAL SIGNATURE FORM

By signing below, I am certifying that I am submitting this proposal as an authorized representative of the below-named firm, have thoroughly reviewed and understand the terms and conditions of the RFP, and am submitting the proposal accordingly.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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(Authorized Representative Signature)

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(Authorized Representative Name/Title)

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(Company Name)

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(Address)

---

(City, State, Zip)

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(Phone Number/Fax Number)

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(Email Address)

**THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS**

### **Part III: Acknowledgement of General Terms and Conditions Pertaining to All City Contracts**

**1. Definitions.**

- (a) "Owner" or "City" shall refer to the City of Odessa, Missouri.
- (b) "Vendor", "Seller", "Firm", "Bidder", and "Contractor" are terms which refer to the corporation, company, partnership, firm or individual named and designated in this contractual agreement and who has voluntarily entered into this contract and its, his or their duly authorized agents or other legal representatives.
- (c) "Sub-contractor" is a person, firm or corporation supplying labor or material for, and under separate contract or agreement with the contractor.

**2. Contract Documents.** This Invitation to Bid/Request for Quotation including without limitation any completed forms as required by the applicant shall be made a part of any additional Agreement/Contract executed between Owner and the winning bidder regarding the subject matter herein.

**3. Contract Terms.** The performance of the contract shall be governed solely by the terms and conditions of the contract and any specifications or bid documents, notwithstanding any language contained in any invoice, shipping order, bill of lading or other document furnished to the Seller/Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained are hereby objected to.

**4. Patents.** Bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and covenants that Bidder will at its own expense, defend every suit which may be brought against the City, or those selling or using Bidder's product for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it will pay all costs, damages and profits recoverable by any such suit.

**5. Interpretation of Contract.** This contract shall be construed according to the laws of the State of Missouri.

**6. Fund Allocation.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the allocation of City funds by the Board of Aldermen.

**7. Tax Exempt.** The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39(10), Article 3 of the Missouri constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

- 8. Provisions Required by Law Deemed Inserted.** Each and every provision or law and clause required by law to be inserted in a contract will be deemed to be inserted and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be amended to make such insertion or correction.
- 9. Termination of Contract.** In the event this bid establishes a year supply or service contract, such contract may be terminated by either party with or without cause upon sixty (60) days prior notice in writing to the other party. In the event of such termination, the Bidder shall be liable for any excess costs incurred by the City. If the Contract is so terminated, the City may purchase such supplies or services similar to those so terminated, and the Bidder will be liable for excess costs occasioned thereby.
- 10. Acts of God.** Neither party shall be liable for delays, or defaults in the performance of this contract due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Government action of any kind or any other causes of a similar character beyond its control and without its fault of negligence.
- 11. Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Owner, or in the event of breach of any of the terms hereof including the warranties of the Bidder, City may cancel this contract or affirm the contract and hold Bidder responsible for damages.
- 12. Compliance with Applicable Laws.** Bidder warrants it has complied with all applicable laws, rules and ordinances of the United States, or any State, Municipality or any other Governmental authority or agency in the manufacture or sale of the items or services covered by this contract, including, but not limited to: all provisions of the Fair Labor Standards Act of 1938, as amended.
- 13. Execution of this Agreement.** Unless otherwise specified, the contract shall include, and incorporate by reference, a copy of the signed bid and all attachments thereto. These documents become the agreement and contract between the parties hereto. Upon Board approval, both parties accept and agree to the terms and conditions of the bid documents, and the parties agree to be bound thereto. The compensation to be paid to the winning bidder is as set forth in the agreed upon bid. Items not awarded, if any, will be deleted.
- 14. Contractor's Invoices.** The City shall not make any advance deposits. Payment for all equipment, supplies and/or services required herein shall be made in arrears. Discounts offered for prompt payment will be considered in bid evaluation.

All invoices shall contain the following information: contractor's name, address, and telephone number, contract number (if any), purchase order number (if any), item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Delay in receiving invoices, also errors and omissions on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Invoices for payment should be sent by U.S. Mail (or hand delivered) and addressed to: City of Odessa, 228 S 2nd Street PO Box 128, Odessa, MO 64076. Inquiries regarding invoices or payment should be made to Accounts Payable at (816) 230-5577.

All costs for the services described in the contract shall be paid in monthly installments to the successful bidder, within thirty (30) days after the latest of the following occurrence's:

- The date of delivery of the materials or services purchased;
- The date upon which the written invoice for such materials and services is delivered by hand or by U.S. Mail, to the City Clerk at 228 S 2nd Street, PO Box 128, Odessa, Missouri, 64076.

**15. Time of Delivery.** The City requires that all materials ordered and services rendered be delivered when specified. If deliveries are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and to hold Bidder accountable for any damages as a result thereof, including reasonable attorney fees.

**16. Quantities.** The City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and returned at Bidder's expense.

**17. Responsibility for Supplies.** The Bidder shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Bidder shall bear all risks for rejected supplies after notice of rejection.

**18. Assignments.** The Bidder shall not, without the prior written consent of the City of Odessa, assign in whole or in part, his interest under any of the Contract documents and specifically the contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

**19. Sub-Contracts.** The Bidder shall not subcontract out any work described within the contract without the prior written consent of the City of Odessa.



The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies, and services rendered under the technical specifications must comply with the standards of the Williams Steiger Operational and Safety Health Act. In consideration of the price paid herein, Contractor agrees to indemnify the City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.

The Contractor shall maintain an accurate record of all causes of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the City with reports concerning these matters.

**20. Non-Discrimination in Employment.** In connection with the furnishing of supplies or performance under this contract, the Bidder agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all sub-contracts awarded hereunder.

**21. Minority & Women Business Enterprise Participation.** It is the practice of the City of Odessa to ensure full and equitable economic opportunities to persons and businesses that compete for business with the City, including Minority and Women Business Enterprises (M/WBEs).

The City of Odessa encourages M/WBE participation in contracts for goods and services by firms that are certified. This may either be by the primary firm being a certified M/WBE or by the utilization of qualified subcontractors, suppliers, joint ventures or other arrangements that afford meaningful opportunities for M/WBE participation. Work performed by M/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. Second tier participation where suppliers generally provide supplies to a corporation but that are not directly related to this contract does not qualify as meaningful participation.

M/WBE means a business that is a sole proprietorship, partnership, joint venture or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration.

**22. Building Regulation, Permits and Law.** The Bidder agrees to satisfy all current and applicable local codes and ordinances.

**23. Insurance.** During the course of performing its services, the Contractor will maintain the following minimum insurance coverage:

<b><u>Type of Coverage</u></b>	<b><u>Workers'</u></b>	<b><u>Limits of Liability</u></b>
Compensation	Employers'	Statutory
Liability		\$500,000
Comprehensive General Liability		\$3,448,710 For all claims arising out of a single accident or occurrence
		\$517,306 For any one person in a single accident or occurrence
Automobile Liability		\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella		\$2,000,000
Professional Liability		\$1,000,000 per claim

Errors & Omissions	\$1,000,000
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Owner will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess and professional liability and errors and omission insurance. However, the addition of Owner as an additional insured shall not in any way nullify coverage for claims or actions Owner may have against the Contractor. The Contractor will provide to the City certificates evidencing the required coverage prior to commencing services. The insurance coverage obtained shall not and shall not be construed to waive any sovereign immunity or any other immunity available to the City, its officials, officers, employees, or agents.

Bidders are further informed that the City of Odessa has adopted a resolution establishing the City's preference for local businesses, a copy of which policy is available upon request to the City Clerk. Consequently, the award of contracts for materials and supplies and for labor will be made in accordance with that policy. Furthermore, successful bidders will be required to abide by the City's policy in completing the Work.

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## FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

For Contracts with the City of Odessa, Missouri:

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri political subdivision must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the City (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in in connection with the services being provided, or to be provided, to the City.

Accordingly, your company:

- (a) Agrees to have an authorized person execute the attached “Immigration/E-Verify Affidavit” and deliver the same to the City prior to or contemporaneously with the execution of its contract;
- (b) Affirms it is enrolled in the “E-Verify” work authorization program in the United States, and is participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E- Verify), or to be provided;
- (c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the district.
- (d) Affirms you will notify the City if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statue 285.530, or any regulations issued thereto;
- (e) Agrees to provide documentation of your participation in E-Verify to the City prior to or contemporaneously with the execution of its contract with the City (or at any time thereafter upon request), by providing an E-Verify screen print out (or equivalent documentation) confirming your participation in E-Verify;
- (f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- (g) Agrees that any failure by your company to abide by the requirements a/ through f/ above will be considered a material breach of your contract with the City of Odessa.

# AMENDED

By: \_\_\_\_\_(signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_(Company)

## **THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS**

### **Bid No. 02-25 Professional Utility GIS MAPPING & WEB-BASED GIS**

Bidder must complete the following section in its entirety (in space provided or on a separate sheet to be included with bid). Bidder must sign and date below where indicated.

1. The Firms ability to maintain the Web-Based GIS site for the Water/Wastewater of the City of Odessa. On-hand infrastructure and resources the firm can dedicate to the support of City of Odessa GIS system and their experience in successfully providing these services.

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2. The past record of performance of the vendor with respect to such factors as accessibility to clients, quality of work, and ability to meet schedules:

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3. The Firms familiarity with the area in which the project is located:

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#### **4.A Total Dollar Cost for Sanitary Sewer Services:**

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#### **4.B Total Dollar Cost for Water Services:**

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5. Date available to begin and number of days required to complete the project.  
Bidder must state a definite period for performance of the services.

Date Available to Start Project	Number of Weeks Required to Complete Project

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

SIGNATURE(S):

Company Name and Address

Signature (Authorized Representative)

\_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

\_\_\_\_\_

Telephone

\_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

# IMMIGRATION/E-VERIFY AFFIDAVIT

## LONG FORM

STATE OF MISSOURI       )  
  ) ss  
COUNTY OF LAFAYETTE )

## AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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).

1. My name is \_\_\_\_\_(Printed Name) and I am currently the \_\_\_\_\_(Title) of \_\_\_\_\_(Business Name) (hereinafter "Contractor"), whose business address is \_\_\_\_\_, 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 services contracted between Contractor and City of Odessa.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services between Contractor and City of Odessa.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding: 1. A valid, completed copy of the first page identifying the Contractor; and 2. A valid copy of the signature page completed and signed by the Contractor and the Department of Homeland Security – Verification Division.

**ACKNOWLEDGEMENT:**

I have the authority to sign this document and have read and understand the affidavit. I further certify the compliance with all requirements stated therein.

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Signature, Affiant

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Printed Name, Affiant

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Date



**SAM, LLC.**  
**PROFESSIONAL SERVICES AGREEMENT**

**For**  
**ODESSA, MO**

**PROJECT NAME**  
Utility GIS Mapping and Web-based GIS

*Prepared for:*

Shawna Davis  
City Administrator  
City of Odessa  
228 S. 2<sup>nd</sup> St.  
Odessa, MO 64076

*By:*

Ethan Herbek, Director of GIS Operations  
SAM, LLC.  
501 N Market Street  
Maryville, MO 64468  
(660)562-0050

**Submittal Date:**  
**July 9, 2025**

## **PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT made and entered into by and between the City of Odessa, MO (hereafter referred to as "CLIENT") and SAM, LLC, whose place of business is located at 501 North Market, Maryville, Missouri, (hereafter referred to as the "COMPANY").

### **PURPOSE AND INTENT**

This agreement covers the data collection, creation and construction of a utility GIS program for The City of Odessa including the development of utility features in accordance with the attached Scope of Services in ATTACHMENT A for a GIS Implementation Program.

### **WITNESSETH**

WHEREAS, the COMPANY shall provide all qualified personnel and materials as required for the implementation of a utility GIS program for the CLIENT, and;

WHEREAS, the COMPANY has prior experience in this and/or other related mapping projects and therefore has a complete understanding of the needs and purpose of this utility GIS program and;

WHEREAS, the CLIENT desires to utilize the GIS services of the COMPANY;

NOW HERewith, the COMPANY agrees to execute this program and provide the services as outlined in the attached specifications known as ATTACHMENT A, herein made a part of this agreement.

## **SECTION ONE- GENERAL PROVISIONS**

- I.1 Whenever the term "CLIENT" is used, it shall mean The City of Odessa, Missouri.
- I.2 Whenever the term "COMPANY" is used, it shall mean SAM, LLC.
- I.3 Whenever the term "GIS" is used, it shall mean Geographic Information System.
- I.4 Whenever the term "ATTACHMENT A" is used, it shall mean the ATTACHMENT A – Scope of Services Document dated May 22, 2025 presented to Odessa by SAM, LLC.
- I.5 This contract between The City of Odessa and SAM, LLC shall be deemed a Missouri contract and shall be governed by the Laws of the State of Missouri. It is specifically understood by the parties that this contract is not a contract with the State of Missouri. The COMPANY shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any resulting agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, COMPANY, or corporation, without the previous written approval of the CLIENT.
- I.6 At the conclusion of this contract or in the event this agreement terminates, all work products of any kind and description shall become the property of the CLIENT.

- 1.7 Whenever the term “AGREEMENT”, is used, it shall mean this document and all attachments and addendum and shall constitute the full agreement and complete contract between the parties except as amended according to Section 10.
- 1.8 COMPANY agrees to save and hold harmless the CLIENT and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney’s fees resulting, or to result, from any of the COMPANY’s business or operations resulting from any act or omission of the COMPANY’s agents, servants or employees.
- 1.9 COMPANY shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations, in the performance of this contract. If the COMPANY is contacted by any federal, state, county, or CLIENT agency, or any private agency, regarding any aspect of this AGREEMENT, the COMPANY shall promptly contact the CLIENT and shall not respond to the agency without being expressly authorized by the CLIENT to do so.

## **SECTION TWO - ADDITIONAL PROVISIONS**

- 2.1 The City Administrator shall designate the employees to be trained on the GIS program. Training provided by the COMPANY shall be sufficient to familiarize the CLIENT’S designated employees to operate and work within the GIS program.
- 2.2 The COMPANY shall, at the request of the CLIENT, prepare and present to the CLIENT, a progress report for each phase of the project.
- 2.3 During the term of this agreement and at all times COMPANY provides services to CLIENT, COMPANY shall have in effect commercial general liability insurance, automobile liability insurance and workers compensation and employers' liability insurance in those amounts set forth on the Certificate of Liability Insurance attached hereto.
- 2.4 COMPANY shall provide to the CLIENT, as Certificate Holder, a current certificate of insurance reflecting those coverage's set forth on the attached certificate that will remain in effect at all times COMPANY provides services to the CLIENT under this AGREEMENT.

## **SECTION THREE - SCOPE OF SERVICES**

- 3.1 COMPANY agrees to perform the Scope of Services outlined in Attachment A of this AGREEMENT. Attachment A is hereby incorporated into this AGREEMENT.

## **SECTION FOUR - PROSECUTION OF WORK AND COMPLETION**

- 4.1 The COMPANY shall commence the work to be performed under ATTACHMENT A of this AGREEMENT after acceptance and project schedule approval by the CLIENT and COMPANY.
- 4.2 The COMPANY shall carry on the GIS Implementation program without interruption and shall make available to the CLIENT all work that has been completed and approved by the CLIENT to be used by the CLIENT during and at the completion of this contract agreement.
- 4.3 Final delivery of all approved items for each phase as identified in ATTACHMENT A shall be made to the CLIENT by the COMPANY within four (4) months from the commencement date defined in the project schedule.

- 4.4 No extension time shall be granted to the COMPANY unless the request for an extension is made in writing fifteen (15) days prior to the expiration date of this contract. The request must be approved by the CLIENT and must be based on one or more of the following:
- 4.4.1 Acts of nature that directly affects the COMPANY's ability to perform.
  - 4.4.2 Acts of government agencies that may affect the COMPANY'S performance.
  - 4.4.3 Circumstances beyond the control of the COMPANY and not due to any negligence on the part of the COMPANY or its employees (fire, floods, emergencies, or delay brought about by others, etc.)

## **SECTION FIVE – FEES FOR SERVICE AND METHOD OF PAYMENT**

- 5.1 Upon the annual appropriation of funds by the City of Odessa Board of Aldermen, for the performance of the AGREEMENT by the COMPANY, the CLIENT shall pay the COMPANY the sum of \$87,100.00 for the scope of work and deliverables in ATTACHMENT A of this agreement. Fee Schedule will be itemized as follows:

5.1.1	Sanitary Sewer Utility Network	\$51,900.00
	Water Utility Network	\$35,200.00
	Website Maintenance	*\$0

*\*Odessa currently pays \$3,600.00 annually per separate agreement that renews August 1.*

- 5.2 CLIENT reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of services in ATTACHMENT A. Additional work requested by CLIENT or recommended by the COMPANY, that is not part of ATTACHMENT A of the AGREEMENT shall require a supplemental agreement and must be approved by both the CLIENT and COMPANY prior to performing any additional work or changes, or incurring any additional costs therefore.
- 5.3 Any change in compensation shall be covered in the supplement agreement. COMPANY shall not be compensated for additional work beyond ATTACHMENT A when the CLIENT has not given prior written approval to the COMPANY.
- 5.4 All work performed under this AGREEMENT will be invoice by the COMPANY to the CLIENT on a monthly basis throughout the duration of the project. The CLIENT shall remit payment on invoices submitted by the COMPANY within 30 calendar days.
- 5.5 Invoices unpaid after 45 days may be subject to a monthly service charge of 1.5% on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the invoice date, COMPANY may institute collection action and CLIENT shall pay all costs of collection, including reasonable attorney's fees.

## **SECTION SIX - OWNERSHIP AND DISTRIBUTION OF MATERIAL**

- 6.1 Ownership of all data and materials created for the performance of this agreement as identified in ATTACHMENT A involved herein shall belong to the CLIENT.
- 6.2 No copyright of any nature shall be granted to the COMPANY by the CLIENT relative to any material

or product resulting from this agreement and GIS Implementation program.

- 6.3 One-Time or subsequent requests for electronic data files and/or web-based GIS access will not be provided or distributed to any third party without the CLIENT'S written consent. COMPANY reserves the right to charge any third party for time and materials associated with preparation and delivery of the CLIENT'S data.

## **SECTION SEVEN - CLIENT RESPONSIBILITIES**

- 7.1 CLIENT will be responsible for public communication to citizens within the project's geographical boundaries. Prior to commencement of the project, CLIENT will provide to the COMPANY with a document signed by an authorized CLIENT agent briefly explaining the project and stating the appropriate contact method for the CLIENT.
- 7.2 CLIENT will responsible for ensuring all desired employees are present for the project kick-off meeting when the COMPANY'S Project Manager comes on-site for the Kick-Off Meeting. It is the CLIENT'S responsibility to communicate to any employees not present at the Kick-Off meeting.
- 7.3 CLIENT will designate the employees who will receive training on the GIS program and will ensure they are present for the training provided by the COMPANY. Additional or Subsequent training requests are considered supplemental services.
- 7.4 CLIENT will be responsible for any and all costs associated with obtaining GIS data from 3<sup>rd</sup> parties for the purpose of integrating into the GIS program developed by the COMPANY.
- 7.5 CLIENT shall, at the request of the COMPANY, uncover and provide access to features documented in the report provided by the COMPANY within 90 days of notifications by the COMPANY. In the event the CLIENT does not uncover or make accessible those features within 90 days of notification by the COMPANY, the COMPANY reserves the right to treat additional field work as it pertains to the features listed in the report provided by the COMPANY, as supplemental services complying with the guidelines in Section 5 of this agreement. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in excess of 90 days.
- 7.6 CLIENT will be responsible for completing and returning draft and check plot maps to the COMPANY within 45 days of receipt. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in returning draft and check plot maps to the COMPANY.
- 7.7 CLIENT will be responsible for hardware and software updates and set-up to CLIENT-end personal computers, tablets, and smart phones as COMPANY's maintenance and development responsibilities to the CLIENT only apply to server-end (COMPANY-end) software and systems. CLIENT responsibilities include making necessary web browser updates and general device maintenance to maximize the performance of the CLIENT's web-based GIS program.
- 7.8 CLIENT designates the Public Works Director as the internal staff member who will serve as the main project contact for the COMPANY, oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds and is completed under this AGREEMENT.

## **SECTION EIGHT – COMPANY PERSONNEL AND RESPONSIBILITIES**

- 8.1 The COMPANY shall use competent employees in the performance of this contract. All employees must have sufficient skill and experience to properly perform the work assigned.
- 8.2 COMPANY Employees with the responsibility of carrying out highly technical portions of this contract shall have sufficient education, training or experience in such work to perform it properly and satisfactorily in the manner outlined in these specifications.
- 8.3 It is understood and agreed that all personnel, except as provided elsewhere in this agreement, shall be employees of the COMPANY. It is understood and agreed that the CLIENT may require the COMPANY to remove from the project any person the CLIENT considers being incompetent or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be re-employed on the project.
- 8.4 The COMPANY assigns Shane Hallowell, as the project manager for this project. The project manager will administer the scope of services as defined in ATTACHMENT A, schedule the installation of the GIS for the CLIENT, confirm that the utility GIS mapping system is operational, and provide training.

## **SECTION NINE - TERMINATION OF CONTRACT**

- 9.1 Either the COMPANY or the CLIENT may terminate this contract for any reason, by serving written notice of intent to terminate upon the other party. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

## **SECTION TEN - CONTRACT AMENDMENTS OR ADDITIONS**

- 10.1 No amendments or additions shall be made to these technical specifications without a written and signed agreement by both the CLIENT and the principal or principals of the COMPANY under this AGREEMENT.
- 10.2 Ethan Herbek and Kirk Larson are the appointed individuals with the COMPANY that have the authority to make amendments or additions to the AGREEMENT.
- 10.3 The City Administrator will oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds under this AGREEMENT.

**SAM, LLC AND ODESSA, MISSOURI PROFESSIONAL SERVICE AGREEMENT**

This **AGREEMENT** is approved and accepted by the **CLIENT** and **COMPANY** upon both parties signing and dating the **AGREEMENT**. The effective date of the **AGREEMENT** shall be the last date entered below.

**THE CITY OF ODESSA, MISSOURI**

APPROVED BY: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**SAM, LLC**

APPROVED BY:  \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_ Ethan Herbek

Title: \_\_\_\_\_ Director of GIS Operations Date: \_\_\_\_\_ July 7, 2025





Managed Geospatial Services™

REQUEST FOR QUOTATION FOR:  
**Bid No. 02-25 Professional  
Utility GIS Mapping &  
Web-Based GIS**

SUBMITTED TO:  
**The City of Odessa, Missouri**

May 22, 2025

SUBMITTED BY:

**SAM**

6700 Antioch, Suite 220

Merriam, KS 66204

913-349-3750 | [info@sam.biz](mailto:info@sam.biz)

Proposal Contact:

Shane Hallowell

660-224-9580

[shane.hallowell@sam.biz](mailto:shane.hallowell@sam.biz)





Proposal Content		SAM Response	Page #
Cover Letter		SAM's cover letter summarizes our firm's capabilities and highlights how SAM plans to support the City of Odessa.	2
Company Information		Established in 1994, headquartered in Austin, TX, with 50+ offices nationwide and resources which include 1,700+ personnel and industry-leading technologies, SAM is positioned to ensure rapid deployment for any project in the country by mobilizing on-site and remote resources quickly and efficiently to meet even the strictest project schedules and budgets.	3
Experience and Qualifications of the Firm	Firm profile	SAM has designed reliable GIS programs on a foundation of the highest accuracy possible and our philosophy of "Everything GIS. Done Right.". This ensures every project is uniquely designed to accommodate individual client needs and future plans. SAM is consistently hired by clients based on qualifications, as demonstrated by our long-standing experience.	4
	Statement of Qualifications	Our response to this section outlines how we successfully support clients like Odessa in their push for a centralized, comprehensive, and capable GIS that serves all their departments.	5
	Key Personnel	The key team members of the SAM Team have a total of 50+ years of experience of project management and the services and solutions being requested by Odessa with all of the services requested in this RFQ.	9
Project Scope & Proposed Methodology	GIS Data Development & Mapping	The services requested by the City of Odessa in this RFQ is not a new or rare opportunity for our GIS experts at SAM, but something we have provided hundreds of times over for local government entities across the country for over 30 years. We plan to leverage that experience to provide the best support possible for a successful GIS project for you.	12
	GIS Database Development	An essential step in the process of implementing a utility GIS program is integrating field data into a GIS mapping program and properly drawing the utility system to show network connectivity and a high-level overview of the city's infrastructure.	19
	Web-Based GIS Implementation	SAM will collaborate with City staff to coordinate data sharing and ensure data quality throughout the development process.	20
	System Integration & Maintenance	The SAM Team brings decades of experience in integrating GIS data with municipal software and asset management systems.	21
Cost-Effectiveness of Proposal		SAM's proposed project manager, Shane Hollowell is experienced and can accurately price a project by leveraging knowledge of past projects, industry standards, and common challenges. They factor in resource requirements, timelines, risks, and potential issues like scope creep.	22
References and Past Project Performance		SAM has included several project references that speak directly to the services as requested by the City of Odessa. SAM has a 30+ year history of successful projects that directly reflect the references listed in this response. We're happy to share additional ones upon request- we are proud of our roster of satisfied clients.	23
Project Timeline and Deliverability		With decades of experience, SAM's project leadership can accurately break down projects for scheduling and estimating purposes, ensuring adherence to timeline requirements. The combination of industry-leading technologies and processes equip SAM with the necessary tools that provide clients with the highest quality deliverables at an affordable cost.	28
Inclusions		SAM has included all assurances and schedules signed by an authorized representative.	29
Required Forms		SAM has included all required forms requested by the City of Odessa.	30
Sealed Dollar Cost Bid		Sealed in separate envelope.	

May 22, 2025

RE: Request For Quotation Bid No. 02-25 Professional Utility GIS Mapping & Web-Based GIS

SAM respectfully submits our team's qualifications to the City of Odessa in response to the Request For Quotation Bid No. 02-25 Professional Utility GIS Mapping & Web-Based GIS. SAM has assembled an experienced and highly qualified team for this opportunity. The GIS leadership at SAM includes decades of proven GIS development, consulting, and project management experience in all areas of utility infrastructure projects. We pride ourselves not only on our Esri technology expertise, but a deep utility GIS understanding. Our philosophy on any GIS project is to "do it once, do it right" to ensure a successful deliverable for all stakeholders.

SAM's GIS team has field verified, inventoried, and mapped hundreds of utility systems for across the nation. We specialize in efficiency throughout the field process to support the development of accurate data, workflows and standards for local government and utility clients. We have decades of experience in system design and implementation, which focuses on supporting client engineering projects. SAM takes pride in our ability to scale deliverables and solutions for every client. Our unique combination of RTK Survey-grade GPS field services, infrastructure understanding, program design and unrivaled support are why **more than 70% of our annual GIS and utility mapping revenue comes from repeat or referral clients.**

The following characteristics make SAM's team uniquely capable of executing this project successfully for Odessa:

- As a **current client, Odessa benefits from SAM's in-depth understanding of the city's infrastructure and systems**, established familiarity with the city staff, geographic proximity, and the ability to troubleshoot effectively based on existing knowledge.
- With **offices in Merriam, St. Louis, and Maryville - SAM provides over 100 geospatial experts locally to support the GIS Program Establishment needs of Odessa.** As a national leader in GIS services and solutions, with over 1,700 employees across more than 50 offices nationwide, Odessa has one of the highest-qualified geospatial firms sitting in its backyard, poised and ready to support work.
- SAM's Merriam office now has **local field crews, enabling SAM to offer our Kansas City area clients more competitive pricing.**
- SAM is **the only Missouri firm that manages and maintains hundreds of web-based GIS programs.** Additionally, SAM manages dozens of on-premise GIS programs.
- SAM has **mapped and inventoried millions of utility and infrastructure points** specifically for GIS and Engineering.
- SAM has **provided consulting and implementation support** for countless third-party applications and industry programs. We pride ourselves on process development and maintenance combined with proper data schema design to ensure our clients can leverage the best GIS data for their goals.

Provided GIS services to  
**over 800 clients**  
across the country

Manages and maintains  
**500+ GIS databases**  
and applications

SAM is a  
**Silver Esri Business Partner**  
including the ArcGIS  
System Ready Specialty

Thank you for taking the time to review our submission and consider SAM's team for this opportunity. We appreciate your consideration of our response and are hopeful for an opportunity to meet and discuss the project further.

Respectfully Submitted,



Shane Hallowell | Senior Project Manager | Point of Contact  
shane.hallowell@sam.biz | 660-224-9580

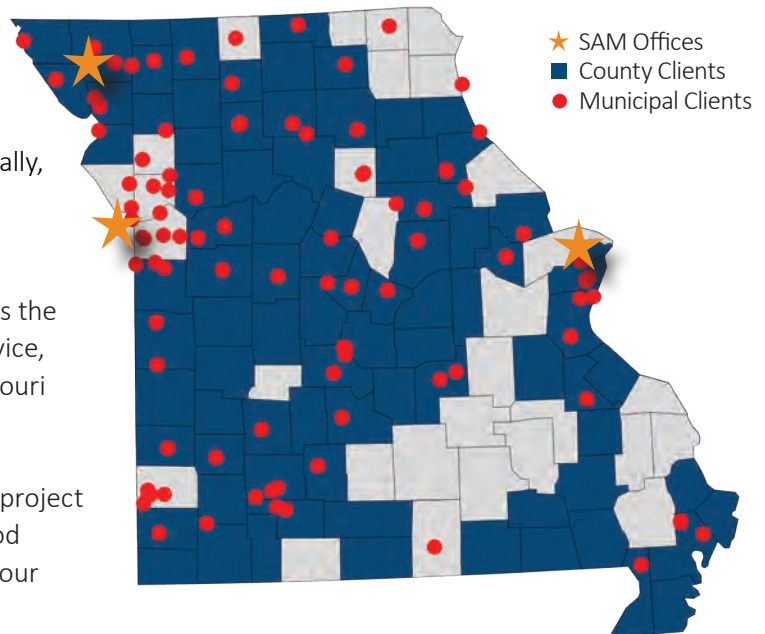
### Regional Firm Status

With **offices in Merriam, KS, St. Louis, MO, and Maryville, MO - SAM provides over 100 local geospatial experts to support the GIS Program Establishment needs of the City of Odessa.** Additionally, SAM is **the only Missouri firm that manages and maintains hundreds of web-based GIS programs.**

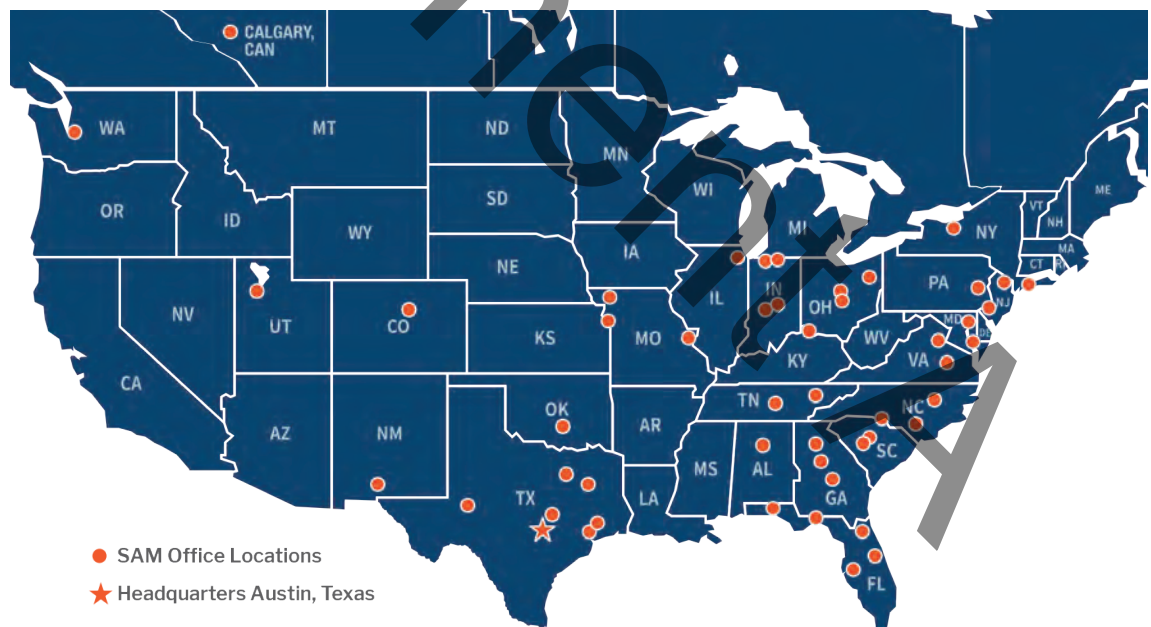
Additionally, SAM manages dozens of on-premise GIS programs. The map demonstrates all GIS clients across the state of Missouri. This does not include any other service, or any of the project locations we completed for Missouri Department of Conservation or MoDOT.

SAM and all personnel working on the City of Odessa project are licensed to practice in Missouri. SAM is also in good standings with the Secretary of State of Missouri and our registration number is FL1396866.

Founded in 1994 and headquartered in Austin, TX, SAM employs over 1,700 professionals across more than 50 offices nationwide. For the Odessa project, SAM will leverage the expertise of staff from its Maryville, MO, and Merriam, KS offices. This includes nearly 50 full-time GIS professionals who specialize in GIS development and data collection projects.



- Austin, TX (Headquarters)
- Atlanta, GA
- Austin North, TX
- Baltimore, MD
- Birmingham, AL
- Brodheadsville, PA
- Calgary, Canada
- Charlotte, NC
- Chicago, IL
- Cincinnati, OH
- Columbia, SC
- Columbus, OH (2)
- Crestview, FL
- Dallas, TX
- Denver, CO
- Easton, MD
- Elkhart, IN
- Fishers, IN
- Hackensack, NJ
- Houston, TX
- Jacksonville, FL
- Kansas City, KS
- Knoxville, TN
- Las Cruces, NM
- Lexington, SC
- Lumberton, NC
- Macon, GA
- Maryville, MO



- |                    |                  |                      |                     |
|--------------------|------------------|----------------------|---------------------|
| ■ McDonough, GA    | ■ NoVA, VA       | ■ Richmond, VA       | ■ The Woodlands, TX |
| ■ Melville, NY     | ■ Orlando, FL    | ■ Rochester, NY      | ■ Tyler, TX         |
| ■ Midland, TX      | ■ Plainfield, IN | ■ Salt Lake City, UT | ■ Warner Robins, GA |
| ■ Moorestown, NJ   | ■ Purcell, OK    | ■ St. Louis, MO      | ■ Youngstown, OH    |
| ■ Nashville, TN    | ■ Raleigh, NC    | ■ Tallahassee, FL    |                     |
| ■ New Carlisle, IN | ■ Redmond, WA    | ■ Tampa, FL          |                     |

### FIRM PROFILE

#### **SAM – Leader in Managed Geospatial Services™**

Delivering comprehensive GIS services for over 30 years, SAM has established a technical infrastructure and experience team to design, implement and support municipal and utility GIS programs across the country. SAM ensures that every client, regardless of size and resources, can implement an enterprise GIS program to manage everything from land parcels and transportation infrastructure to utility assets and work orders for all stakeholders by leveraging Esri technology in conjunction with industry applications for cities. We strive to stay cutting edge and diverse in our expertise so we can scale our services to projects of every size and need.

Every job, regardless of size and duration includes a level of consulting and personal service. GIS systems are unique in design, function and purpose. We have provided needs assessment and strategic plans for our mid-size and larger clients in order to establish a road map, funding justification and method of accountability for clients to change and grow with.

SAM's complete geospatial approach ensures we have the tools and skills to develop efficient and customized solutions for projects of any scale. This gives our clients the benefit of a single point of contact for a comprehensive set of GIS, surveying and mapping products. The size of our available workforce means we are able to use these tools effectively to accomplish even large-scale projects on accelerated schedules. With our focus on quality and timely delivery, we are proud to have a high rate of repeat business and positive client referrals.

The SAM GIS team understands that every solution we implement must improve the efficiency and accuracy of daily operations. This is why SAM is consistently hired based on qualifications and routinely recommended by our client base.

#### **GIS Services**

SAM specializes in geospatial services for water & sewer, electric utilities and transportation infrastructure. With specialized teams of full-time, trained GPS field technicians, utilizing precision-accurate GPS equipment and cutting-edge Esri software, our staff is dedicated to accurately locating assets and completing inspections and condition assessments for the sole purpose of GIS data integration. Our geospatial services include:

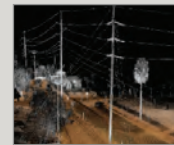
- GPS Field Mapping
- Utility/Infrastructure Data Collection
- Asset Management Programs
- Utility Inspections
- GIS Data Development
- Data Conversion
- Consulting
- SL-RAT Sewer Acoustic Inspection
- GIS Mapping
- Custom Programming
- Web-Based, Mobile GIS Programs
- Maintenance & Support
- Parcel Mapping
- Specialized Training
- 911 (NG911) GIS Services
- Vegetation Management

#### **SAM Services**



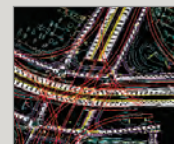
##### **GIS/BIM**

3D models for informed planning & decision making



##### **Aerial Mapping**

High resolution remote sensing datasets



##### **Geomatics**

Supported by the industry's most advanced technology



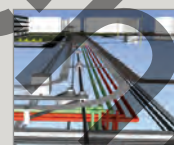
##### **Utility Inspection**

Capture current state of existing assets



##### **Transportation Inspection**

Quality assurance & program management



##### **Utility Engineering**

Above ground & subsurface utility mapping



### STATEMENT OF QUALIFICATIONS

For over 20 years, SAM has designed reliable GIS programs on a foundation of the highest accuracy possible and our philosophy of **“Everything GIS. Done Right.”**. This ensures every project is uniquely designed to accommodate individual client needs and future plans. SAM is consistently hired by clients based on qualifications, as demonstrated by our long-standing experience.

#### CAPACITY TO ACCOMPLISH WORK

SAM has teams of full-time, trained GPS field technicians, each led by a GPS field crew chief, dedicated to accurately locating utilities and completing inspections for the sole purpose of GIS data integration. GPS field crews at SAM travel throughout the country providing GPS utility collection services on a daily basis. With crews stationed across the country, mobilization can be done quickly to meet any project budget and schedule.

All GPS field and technical staff at SAM are highly trained in all areas of GPS field collection and utility inspections and utilize precision-accurate GPS equipment and cutting-edge Esri software. Additionally, field staff have completed OSHA and Federal Traffic Safety training.

In addition to our knowledgeable field staff, SAM also maintains the professional staff and capacity to provide technical support to more than 100 clients on an annual basis. We provide service and support to our clients long after the implementation of their GIS data and software solutions. Municipal and utility clients also rely on SAM to periodically maintain their utility GIS program with GPS field updates. We are confident in our ability to provide exceptional GIS data collection services on projects of all sizes and complexities, while providing timely and outstanding technical support to each and every client.



ArcGIS System Ready  
Specialty

SAM is pleased to be a part of the **Esri Partner Network**, including the **ArcGIS System Ready Specialty** that recognizes SAM for staying current with Esri technology. Although we focus most of our GIS development, customization, and implementation efforts on Esri-based applications, we can easily handle data from, interface with, and deliver data to other GIS and CAD systems.



### STATEMENT OF QUALIFICATIONS



#### WEB SERVICE INFRASTRUCTURE

Above and beyond the in-house technology for GIS development and GPS data collection, SAM has a significant back-end server infrastructure at our GIS office. This system is designed to support the maintenance of hundreds of web-based and mobile GIS mapping programs. The GIS team at SAM securely maintains hundreds of independent web-based GIS and asset management programs for clients across the country.

SAM maintains a secured, climate-controlled server room with a dedicated fiber connection. Websites consume ArcGIS Online services and are hosted in a **virtual VMware ESXi environment** run on a **cluster of Dell PowerEdge R640 web servers** and a **Dell SAN SC4020 storage array**. The server room is connected to a gas-powered generator to keep web servers up and running in case of a power outage. Our top priority is to **ensure 24/7/365 access to the GIS system**.

#### TECHNOLOGY

Since 2005, SAM has been an Esri Silver Business Partner. This partnership ensures that our staff is trained and experienced in the latest GIS software available. Esri is the worldwide leader in GIS software and we are proud to employ these technologies to develop every GIS program with the SAM name on it. Our professional staff specializes in a wide-range of GIS technologies, Esri software and integration with third-party applications.

GPS field crews at SAM are experts in data collectors and Global Positioning Systems (GPS), both Real-Time Kinematic (RTK) survey-grade and mapping-grade technologies. Our GPS data collection division boasts a fleet of state-of-the-art, reliable technologies to support the efforts of our crews.

Our programmers and technicians are skilled in numerous programming languages specific to spatial data and asset management functionality. SAM personnel routinely take advantage of the latest training opportunities for GIS software and GPS technology, all significant steps toward efficiency in GIS data collection and development. This commitment to providing the very best in GIS has earned SAM the trust of countless organizations and an extensive list of references and supporters around the nation. This diverse technology expertise additionally ensures our team can consult on compatibility and integration issues with third-party software platforms and external data sources.

#### PROGRAMMING EXPERTISE

SQL  
Visual Basic  
.NET  
HTML  
Java  
JavaScript C#  
Python  
Geocortex®

#### GPS TECHNOLOGY

Sokkia  
GeoMax  
Topcon  
Leica  
Trimble  
Carlson  
Mesa  
Allegro

#### ESRI TECHNOLOGY

ArcGIS 10.x  
ArcGIS Pro  
ArcGIS Enterprise  
ArcGIS Online  
Survey 123  
ArcGIS Data Reviewer  
Field Maps  
ArcGIS Hub  
ArcGIS Exp. Builder



### STATEMENT OF QUALIFICATIONS

#### SPECIALIZED EXPERIENCE

In the last five (5) years alone, the expert field crews of SAM have GPS mapped more than **822,000 assets**. This includes over **11,000 miles** of utility infrastructure across **2.4 million acres** of land. We have also built more than 200 web-based asset management and GIS programs.

As a full-service professional GIS firm, SAM provides a solid geospatial foundation for all of our clients to ensure the accuracy, integrity and longevity of their GIS programs. We provide exceptional GPS data collection on all projects, completing them on schedule with outstanding technical support. SAM is unsurpassed for project quality and meeting aggressive deadlines.

In addition to specializing in GPS data collection, SAM has worked with hundreds of counties to accurately map over **one (1) million parcels** for countywide GIS development. On GIS development projects, our trained staff integrates the best aerial photography available into the digital mapping program. For utility data collection projects, our skilled technicians integrate county parcel and ownership data, planning and zoning information, state layers and much more.

The successful outcome of any GIS project requires a “**field to finish**” approach that starts with accurately collecting field data and leads to a GIS program that provides long-term solutions. SAM has set best practices for the following project-related activities in which we specialize:

- GPS data collection
- GIS mapping
- Parcel development
- Aerial photography integration
- Safety and procedures
- Establishing work sectors and timelines
- Public notification
- Geodatabase design
- Website maintenance
- Quality assurance and quality control
- Project status reports
- Inspections and condition assessment

**25,000 +**

Miles of utility infrastructure GPS located and mapped

**5 Million +**

Utility assets accurately mapped

**400 +**

Web-based GIS sites

**4 Million +**

Acres of field data collection experience

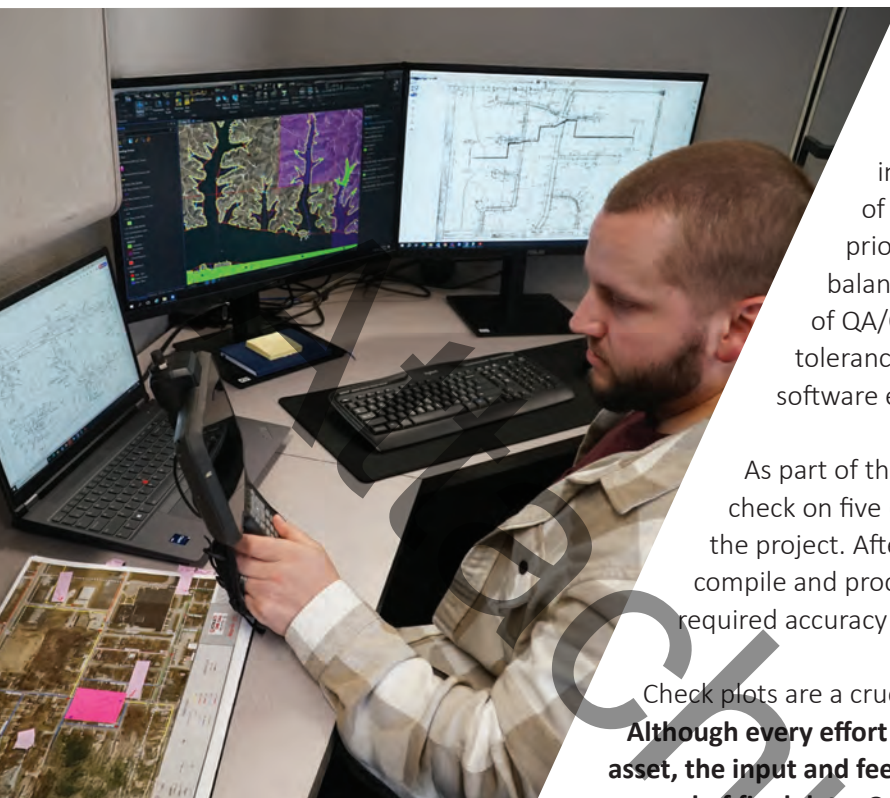
**1 Million +**

Land parcels mapped

**70%**

Annual division revenue through referral or repeat business

### STATEMENT OF QUALIFICATIONS



#### QUALITY ASSURANCE / QUALITY CONTROL

Effective Quality Assurance and Quality Control (QA/QC) procedures are crucial to the success and overall integrity of every project. Through the combined efforts of our project team, an emphasis on QA/QC is always a priority and each task executed has a system of checks and balances established for all personnel to follow. Elements of QA/QC can range from data collection checklists and GPS tolerance controls to analyzing network connectivity within the software environment.

As part of the QA/QC process, SAM will conduct a redundancy check on five (5) percent of the features previously shot during the project. After GPS locating the features a second time, SAM will compile and process the results against all data sets and verify that the required accuracy tolerance is being met.

Check plots are a crucial and unique step required in all SAM projects. **Although every effort is made to investigate, locate and properly map each asset, the input and feedback of the utility personnel is imperative to the approval of final data.** Our project management team works with client staff

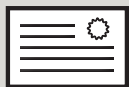
to ensure we handle each piece of data properly and clients have the final say in how data is represented. Our efforts to ensure the highest quality products and services include:

- Custom QA/QC ArcGIS tools
- "Heads-up" QA/QC against base data or aerial photography
- Digital and hard-copy checks against field notes and as-built drawings
- Five (5)% redundancy check of all GPS collected data
- Printed check plots for review by the city
- Assurance that the end product shows complete connectivity

#### SAM's GIS Resume

**31**  
years

Geospatial firm  
since 1994



Esri & GISP  
certified staff



Esri partnership  
since 2005



National firm of  
1,700+ staff



800+ GIS  
clients nationally



Leaders in GIS  
implementation



### KEY PERSONNEL

The “client-focused” approach and experience in project management has been the cornerstone of success for SAM in a market that does not expect, but rather demands, a high level of service. Therefore, the proposed team members for this project have a unique combination of utility infrastructure knowledge and experience in project management, data collection, QA/QC procedures and GIS mapping. All project requirements and specifications will be met by the key personnel identified in this section.

### PROJECT MANAGEMENT

The completion of hundreds of utility GIS projects by SAM across the country proves the firm’s dedication to information exchange and open communication throughout the project to reach a successful outcome. At the foundation of this approach is our proactive management philosophy, which anticipates challenges, revolves around listening and is committed to partnering. On every project, SAM utilizes a team approach and encourages open communication channels with the client and their stakeholders to reach a successful outcome.

Senior Project Manager, Shane Hallowell, will oversee all aspects of this data collection and GIS mapping project. This includes the kick-off meeting and geodatabase design, establishing cost controls and providing final deliverables and training. Internal metrics and procedures are in place for projects of all sizes and complexities to ensure that timelines and budgets are met.



### KEY PERSONNEL

#### Ethan Herbek, GISP • Dir. of GIS Operations

**Ethan Herbek** is experienced in GIS data development and GPS field data collection, serving in multiple management roles that include Municipal Project Supervisor, Field Supervisor, Utility GIS Specialist and Quality Control Manager. Ethan is capable of supervising and conducting all aspects of utility GIS projects, from conceptual design and GPS field data collection to GIS data integration and training. His experience spans across multiple project sectors, including local government, utilities, state and federal agencies, energy companies and private enterprises. This comprehensive understanding of GIS ensures SAM employs time-saving methods and technology to make processes more efficient. This not only provides cost savings to clients, but eliminates data errors and data loss throughout the lifecycle of the project.

Ethan is responsible for project oversight to align SAM's operational team to the contract specifications, including the administration of resource requirements, project timelines and milestones, and budgetary demands. On a regular basis, Ethan meets with project managers for project health checks against contract specifications. Additionally, every project completed by SAM will have a final review from Ethan as part of Quality Assurance measures to ensure that project deliverables meet the quality standards specified in the contract.



#### EXPERIENCE

- SAM: 21 years
- Professional: 21 years



#### EDUCATION

B.S. Geography with GIS minor,  
NWMSU- Maryville, MO



#### CERTIFICATIONS

- GIS Professional (GISP) #71950
- National Association of Sewer Service Companies (NASSCO)  
- Completed Pipeline, Lateral and Manhole Assessment Certification Programs
- OSHA Certified in Occupational Safety and Health Training & Confined Spaces and Traffic Control for Field Engineering & Surveying

#### Shane Hallowell • Sr. Project Manager

**Shane Hallowell** has a combined 15 years of experience in GIS development and management for municipalities and utilities. His career has taken him through many positions in the industry including field technician, office technician, city GIS coordinator and project manager. These different positions have allowed him to develop an understanding and skill set catered towards managing all phases of GIS development. His experiences of collecting field data, developing datasets in the office, performing QA/QC processes and working with project teams allows him to lead GIS projects from inception through delivery.

Shane leverages his knowledge of all levels of GNSS equipment and data collection technologies along with City government procedures to run utility mapping projects successfully. He maintains OSHA certifications and has a full understanding of the responsibility of ensuring the safety of field staff and pedestrians while crews are in the field. Shane's use of Esri software throughout his career leads him to make the decisions needed to produce proper workflow of field-office data and GIS solutions for the client.

Shane is responsible for field and office team coordination, client interaction and project budget management. He oversees all quality assurance processes prior to delivery and assists in final data rollout and GIS solution training.



#### EXPERIENCE

- SAM: 8 years
- Professional: 15 years



#### EDUCATION

B.S. GIS, NWMSU - Maryville, MO  
Master Certificate in GIS, NWMSU



#### TECHNICAL EXPERTISE

- RTK survey-grade and mapping grade GPS data collection
- ArcGIS Enterprise
- ArcGIS Online
- Project Management
- QA/QC and technical support protocols
- Geodatabase design / maintenance

### KEY PERSONNEL

#### Mitchell Bradshaw • Field Operations Lead

**Mitchell Bradshaw** has more than 11 years of GPS field data collection and utility inspection experience with SAM. His knowledge in GPS data collection procedures and quality control measures ensures accuracy and efficiency on every project. As a Field Operations Lead, Mitchell trains and supports all GPS Field Technicians in utilizing RTK survey-grade and mapping-grade GPS equipment. He uses his unique career knowledge to assist project teams to develop the right plan for each project.

On a daily basis, Mitchell takes support calls from field staff, coordinates safety meetings, monitors equipment and fleet usage, and assists project teams with data development. Mitchell also uses his field experience with various GPS/GNSS equipment to train clients on best practices of GIS data maintenance.



#### EXPERIENCE

- SAM: 11 years
- Professional: 11 years



#### CERTIFICATIONS

- NASSCO - Pipeline, Lateral and Manhole Assessment Certification Programs



#### TECHNICAL EXPERTISE

- RTK survey-grade GPS hardware - Trimble, Sokkia, Topcon
- Data collection software - Trimble Access, Carlson SurvCE & PC
- ArcGIS Field Maps

#### Jeremy Root • GIS Phase Manager

**Jeremy Root** is a GIS Phase Manager at SAM who is responsible for overseeing the digitizing and field coordination on utility projects, while also providing technical support for clients on their web-based GIS platforms. Jeremy was also instrumental in standardizing how utility networks are drawn in order to ensure data consistency on all deliverables.

Jeremy has experience in field data collection and utility inspection, utility network digitizing, quality control processes, and managing GIS resources for clients. He leverages this knowledge in his daily operations and trains new technicians in all the processes. He also trains and supports clients across the local government, energy and utilities sectors.

His experience covers a broad range of projects, including water distribution, sanitary sewer, storm sewer, electric and gas. He utilizes multiple Esri products such as ArcGIS Pro and ArcGIS Desktop 10.x, along with Trimble Business Center for field data processing.



#### EXPERIENCE

- SAM: 4 years
- Professional: 4 years



#### EDUCATION

B.S. Environmental Geography,  
NWMSU- Maryville, MO



#### TECHNICAL EXPERTISE

- Esri ArcGIS Desktop 10.x
- Esri ArcGIS Pro
- Esri ArcGIS Online
- Trimble Business Center
- Geocortex
- Trimble GPS technology

#### SAM National Association of Sewer Service Companies Certifications





### GIS DATA DEVELOPMENT & MAPPING



#### Project Kick-off

SAM will provide a kick-off meeting and geodatabase design workshop with the City of Odessa to start the project. The kick-off meeting is essential to developing open communication with the client and will help establish the guidelines and procedures of SAM for coordinating the project.

*The following important topics will be discussed and determined at the kick-off meeting:*

#### COLLECT EXISTING DATA

SAM will acquire copies of existing and available mapping records, such as relevant GIS data, AutoCAD drawings, hard-copy utility maps, as-built information and historical utility drawings for use as reference during the project. All hard-copy maps will be scanned and returned to the city in a timely manner.

#### SAFETY AND PROCEDURES

SAM will review safety and field procedures during the kick-off meeting to ensure the safety of field staff, city staff and the citizens of Odessa throughout the data collection phase of the project. SAM follows a strict safety and procedures manual and requires all SAM employees to attend internal quarterly safety meetings to review procedures and concerns.

At all times, field staff will be wearing the required Class II traffic safety vests and all field vehicles will be clearly marked with company information and have the required safety lights for operation while in public right-of-way.

GPS field personnel have acquired OSHA training and certification for

“Traffic Control for Field Engineering & Surveyors” and “Confined Spaces”. Proper traffic control signage will be utilized when necessary while operating in public right-of-way. If

required, due to traffic concerns, SAM will operate during non-peak hours to obtain field locates and inspections. If SAM staff has concerns about their safety, the appropriate city staff or local law enforcement will be contacted.



#### Safety is a SAM Core Value

SAM has an excellent safety record- Experience Modifier Rate (EMR) of 0.85- which is well below the industry average of 1.0.

### GIS DATA DEVELOPMENT & MAPPING

#### PROJECT TIMELINE AND MILESTONES

SAM will review and discuss the anticipated project timeline and milestones with the City of Odessa during the kick-off meeting. Any level of responsibility required of the city (i.e. providing existing data, pre-locating utilities, etc.) will be discussed and taken into consideration when finalizing the overall project timeline. Internal and external cost controls, along with any modifications to the proposed project schedule at the request of the city will be discussed during the kick-off meeting.

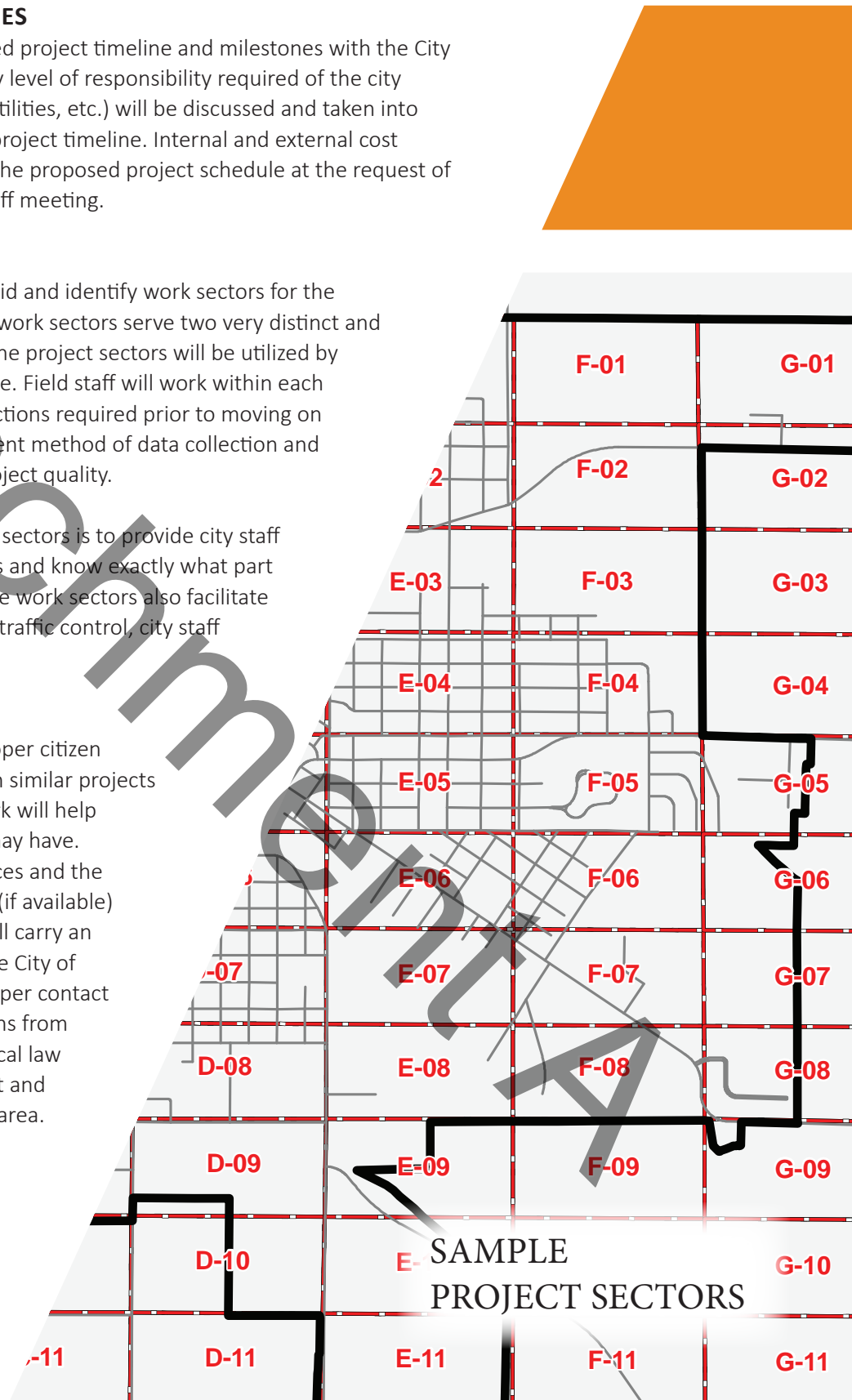
#### WORK SECTOR DEFINITION

SAM will work with city staff to define a grid and identify work sectors for the entire project area. The creation of these work sectors serve two very distinct and important roles during the project. First, the project sectors will be utilized by SAM field staff as a quality control measure. Field staff will work within each sector and complete all locates and inspections required prior to moving on to the next sector. This allows for an efficient method of data collection and translates into cost savings and overall project quality.

Another benefit of working within project sectors is to provide city staff with an effective method to track progress and know exactly what part of the city SAM field staff is working in. The work sectors also facilitate preplanning during morning meetings for traffic control, city staff assistance and project reports to Odessa.

#### PUBLIC NOTIFICATION

SAM will work with city staff to ensure proper citizen notification. It has been our experience on similar projects that informing citizens about the field work will help to alleviate any concerns local residents may have. Notifications at City Hall, utility billing offices and the local newspaper or public access channel (if available) is highly recommended. SAM field staff will carry an informational letter on letterhead from the City of Odessa describing the project and the proper contact information in the event there are concerns from the public. It is also recommended that local law enforcement be notified about the project and that SAM field staff will be working in the area.





### GIS DATA DEVELOPMENT & MAPPING

#### Geodatabase Design



#### Build the Geodatabase



#### GPS Data Collection



#### Final Data



#### GEODATABASE DESIGN WORKSHOP

The most critical aspect of developing a functional GIS program is the development of the geodatabase. A geodatabase is a logical single-file format for organizing spatial data and corresponding datasets.

When creating the overall design of the geodatabase for Odessa, SAM will take into consideration the best model and structure to meet the needs of the city. The geodatabase will also be based on previous models from SAM, the published Esri utility model and future GIS needs, as identified by Odessa. Developing an accurate and functional geodatabase will enable users to:

- Store all GIS-related data in a centralized location
- Apply rules and relationships to the data
- Create a consistent and accurate spatial database
- Define relationship classes
- Define topological enforcement rules
- Ensure multi-user access and editing capabilities

Custom domains (pre-defined menus) will be built for each layer during the geodatabase design. These domains will be added to the custom field inspection application from SAM to ensure that field staff will collect clean and consistent data throughout the utility project. These domains will also be utilized by city staff for future management of the geodatabase to help simplify the editing and data management processes.

The upfront design process by SAM enables field personnel to collect data in a rule-based environment. This minimizes field coding errors by predefining attribute tables used in the field and maintains consistency in the data collection process.

### GIS DATA DEVELOPMENT & MAPPING

#### GPS DATA COLLECTION

SAM routinely utilizes Real-Time Kinematic (RTK) survey-grade and mapping-grade GPS technologies to locate utility infrastructure. RTK survey-grade technology is utilized for locating utility assets associated with sanitary sewer, storm water, gas, fiber, and water features, resulting in centimeter-level accuracy ( $\pm 2$  centimeters) and accurate elevations for sanitary sewer and storm water. Mapping-grade GPS equipment is utilized for locating electric utility infrastructure and provides decimeter-level accuracy ( $\pm 4$  inches).

For this project, SAM will utilize RTK survey-grade GPS methods to locate the city's sanitary sewer and water utility networks contained in the defined project limits. GPS surveys will be referenced to the Missouri State Plane Coordinate System to allow for direct insertion into the GIS program developed for Odessa. Horizontal (x,y) coordinates will be obtained in the field for all utility features. Vertical (z) elevations will be obtained for sanitary sewer utility features. Captured features through GPS surveys will include all features designated by Odessa during the planning phase of the project.

After thorough investigation by SAM field staff, a report containing all utility features to be located that were not found, or determined to be inaccessible, will be submitted to the City of Odessa. SAM will work with city staff to locate utility features during the clean-up phase of the project. This will allow SAM to collect features in a quicker and more efficient manner, translating into cost savings for Odessa and minimizing the impact on city staff.

#### DATA CONSISTENCY

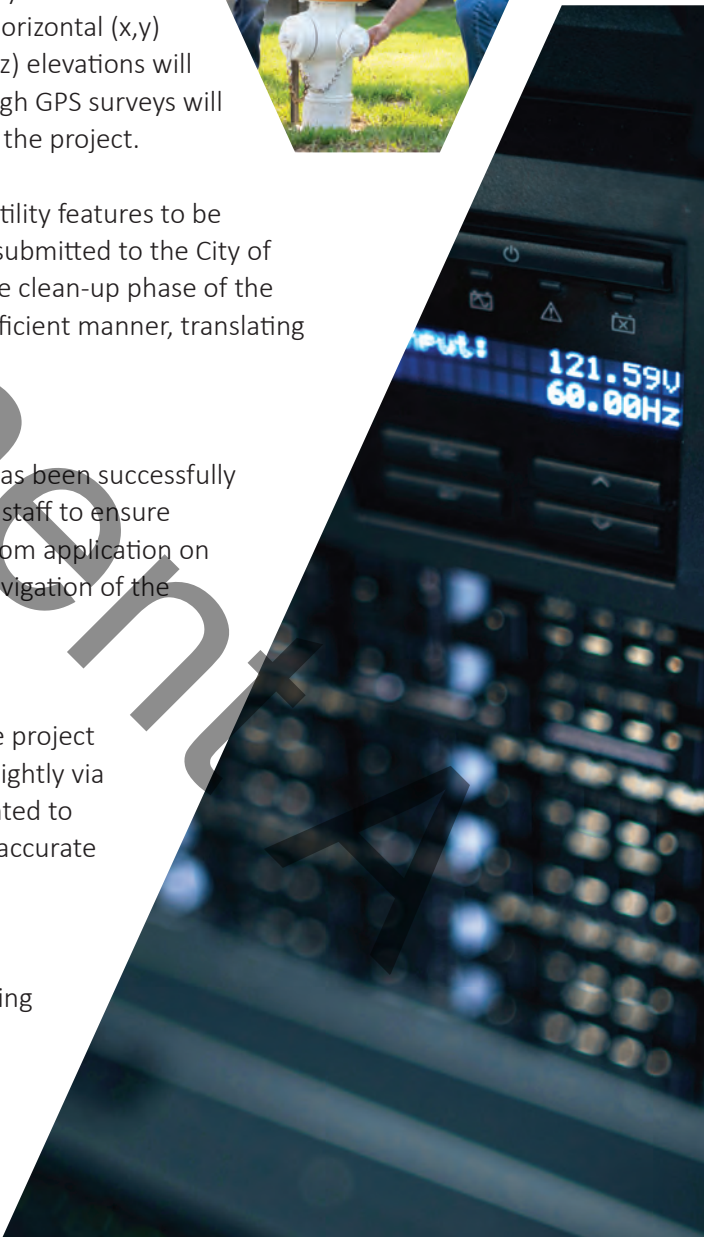
SAM will employ our customized data collection field application that has been successfully used on other similar projects. All field data will be predefined for field staff to ensure accurate and consistent attribute collection. Field staff will run the custom application on the GPS controller unit to allow for quick and easy identification and navigation of the utility features.

#### DATA SECURITY & BACK UP

SAM will download and process the GPS field data for insertion into the project geodatabase. All data will be downloaded, transferred and backed up nightly via the internet to the SAM GIS office. Every safeguard has been implemented to ensure that hardware or software failure does not interfere or risk our accurate data collection efforts in the field.

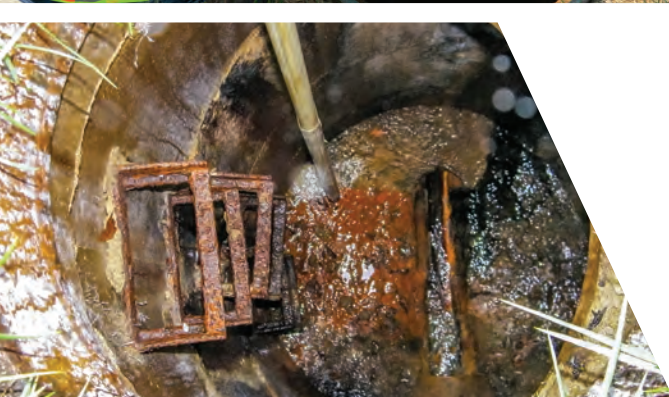
#### GPS REDUNDANCY CHECK

SAM will GPS locate five (5) percent of the features previously shot during the project. This process is part of the SAM standard field protocol and will be employed during the Odessa project. SAM will compile and process the results against the original dataset and verify the required accuracy tolerance is being met.





### GIS DATA DEVELOPMENT & MAPPING



#### SANITARY SEWER NETWORK GPS FIELD DATA COLLECTION

SAM will GPS locate the features associated with the city's sanitary sewer system. Typical features that are collected during this phase of the project include:

- Manholes
- Lift stations
- Force main valves
- Lamp holes (if present)
- Pre-located force main locations

In the event that Odessa is unable to identify the approximate location of the force main, as-built drawings will be utilized to retrace the location of the force main line. If the city's staff is unable to locate portions of the gravity main system during the cleanup phase, SAM will COGO as-built drawings into the GIS. This data will be loaded into the GPS controller and will be used to navigate to the approximate locations of the lost or buried manholes.

#### DATA COLLECTION SPECIFICATIONS:

- For consistency purposes, the north rim of the manhole will be located during the project.
- SAM will mark each manhole with survey marking paint after each manhole has been identified.

### How important is accurate GIS data for sanitary sewer?

The US received a **D+** overall for Sanitary Sewer Infrastructure according to the **American Society of Civil Engineers (ASCE)** Report Card for US in 2021.

**56 million** more people are expected to be added to a public sanitary sewer system by 2032 in the US – an increase of 23%.

There are over **800,000 miles** of public sewer lines in the US whose aging makes them more susceptible to structural failure, blockages and overflows.

The Environmental Protection Agency estimates that up to **75,000 sanitary sewer overflow** events occur in the US each year.

**The ASCE recommends an asset management system for all utility networks.**



### GIS DATA DEVELOPMENT & MAPPING

#### SANITARY SEWER FIELD ATTRIBUTE COLLECTION

SAM will perform top-side manhole field inspections to collect manhole attribute data during this phase of the project. Manholes will be opened, inspected, attribute data collected, and a topside photo will be taken. Any manholes that require further assistance in opening or gathering attribute data will be noted and SAM will work with city staff to gain access to the identified manholes.

Utilizing traditional survey measurement methods, SAM will obtain invert elevations for all incoming and outgoing mainlines, manhole depth and pipe size. This information will be collected by measuring down from the north rim location where the GPS elevation was acquired. Flow direction will be noted during the field inspection process. If during the inspection process SAM discovers any manholes that need immediate attention (back-ups, cave-ins, major obstructions or overflows), the appropriate staff will be immediately contacted.

All field data will be predefined during the kick-off meeting to ensure accurate and consistent attribute collection. Field staff will run the custom application on the GPS data collector to allow for quick and easy identification and navigation of the manholes.

SAM staff are certified with the National Association of Sewer Service Companies (NASSCO), having completed Pipeline (PACP), Lateral (LACP) and Manhole (MACP) Assessment Certification Programs.



### GIS DATA DEVELOPMENT & MAPPING

#### Hydrant attributes

- Barrel color
- Steamer (Y/N)
- Bonnet Color
- Storz Connection (Y/N)
- Manufacturer
- Manufactured year
- X, Y coordinates



#### Waterline attributes

- Pipe diameter
- Pipe material

#### Valve attributes

- Type
- X, Y coordinates

The US received a **C- grade overall** for Drinking Water Infrastructure according to *American Society of Civil Engineers Report Card for US in 2021*. Asset management programs for water networks are encouraged by ASCE to support the improvement efforts of utilities.

#### WATER NETWORK GPS DATA COLLECTION

SAM will GPS field locate the following utility features for the potable and raw water networks within the project limits:

- Hydrants
- Hydrant valves
- Valves

Through RTK survey-grade GPS methods, SAM will locate the water network contained within the defined project limits. Captured features through GPS surveys will include all features designated by the city during the planning phase of the project. *This proposal does not include the data collection of curb stops or water meters.*

After thorough investigation by SAM field staff, a report containing all waterline network features that were not found or that were found to be inaccessible will be submitted to the city. SAM will work with city staff to locate utility features during the cleanup phase of the project. This will allow SAM to collect features in a quicker and more efficient manner, translating into cost savings for the city and minimizing the impact on city staff.

GPS surveys will be referenced to the state's plane coordinate system to allow for direct insertion into the city's GIS. Horizontal (x,y) coordinates will be obtained in the field for the water facilities. Features will be collected with centimeter-accurate GPS methods.

All data collected will be downloaded nightly and transferred via the internet to the SAM GIS servers, where it will be backed up nightly.

As many as  
**300,000**  
water main breaks have occurred each  
year since 2012

**\$1 Trillion**  
in investment is needed to maintain and expand  
service to meet demands over the next 25 years

There are  
**2.2 million miles**  
of drinking water infrastructure across the US

**47%**  
of all water distribution maintenance work by  
utilities is reactive and done as systems fail

Everyday nearly  
**6 billion gallons**  
of treated water is lost due to  
leaking pipes



### GIS DATABASE DEVELOPMENT

An essential step in the process of implementing a utility GIS program is integrating field data into a GIS mapping program and properly drawing the utility system to show network connectivity and a high-level overview of the city's infrastructure. SAM specializes in this "field to finish" approach for utility network development.

#### BASE MAP AND THIRD-PARTY DATA LAYERS

SAM will integrate the most current and available digital aerial photography of the project area, provided by the City of Odessa, into the GIS program. The raster datasets created will be viewed as a continuous, seamless image across the entire project area and adjusted for color and contrast to meet the specifications of the city.

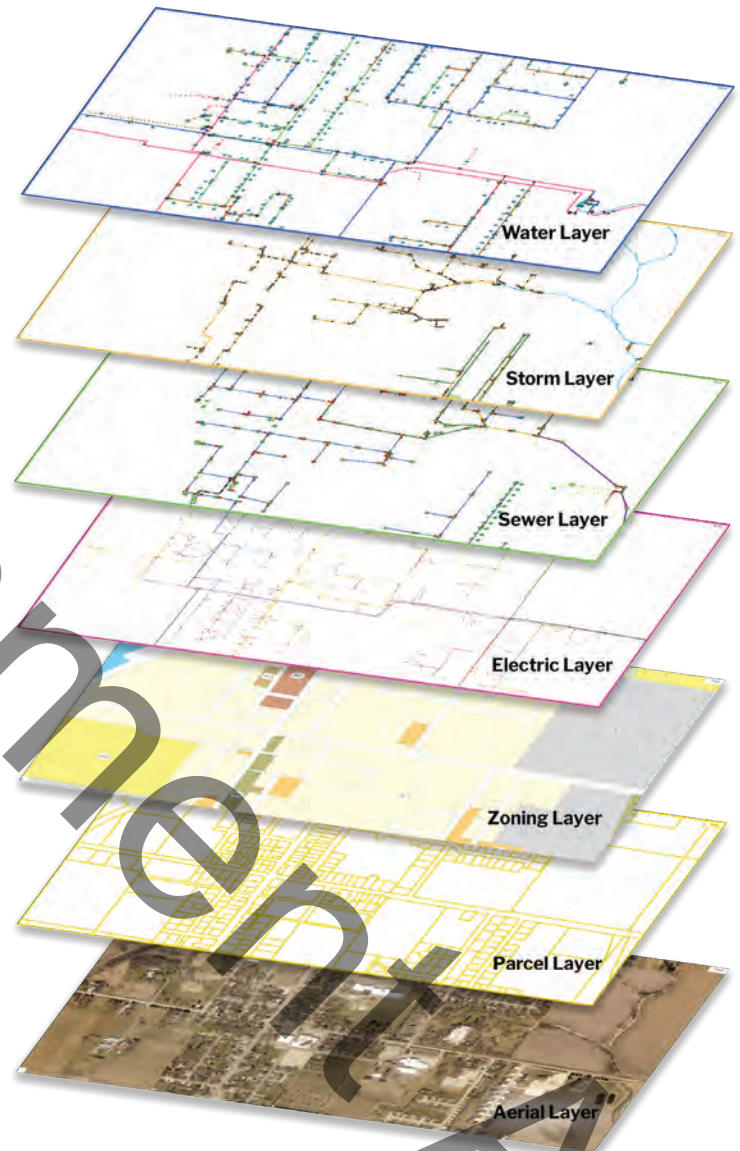
SAM will incorporate all available cadastral map data layers from Lafayette County, Missouri into the GIS program upon request. The City of Odessa is responsible for any cost associated with acquiring the GIS data from Lafayette County. Incorporating these data layers will establish a base map for the city's GIS program.

#### MAP AND DATA DEVELOPMENT

Sanitary sewer line segments will be created utilizing custom, in-house editing tools developed by the SAM development team. These tools will incorporate inspection data collected by field staff and will auto-generate sanitary sewer line segments illustrating flow direction, slope and exact length measurements. Quality assurance warnings have been built into these tools to verify positive slopes and to check for inconsistencies with pipe material and diameter.

Water distribution mains will be developed by combining exact GPS locations of above ground features with as-built/AutoCAD drawings to determine the best representation of those networks. Individual water main segments will have diameter and material attributes associated with them. All lines will be checked in a quality assurance process to ensure a clean network.

The completion of all data collected and mapped by SAM personnel will not be final until approved by the City of Odessa. The QA/QC process listed in the Statement of Qualifications will provide appropriate communication and collaboration between the city and SAM to achieve accurate finalized data that the city can rely on.



### WEB-BASED GIS IMPLEMENTATION



#### WEB-BASED GIS AND ASSET MANAGEMENT

SAM currently provides a web-based and mobile application to Odessa to edit, maintain and analyze GIS data. With built-in workflows for daily operations and utility asset management, users can quickly access their mapping data on any computer or mobile device. This capability increases efficiencies in communication throughout your organization. These solutions are designed to provide our clients with a user-friendly and cost-effective tool to access and manage their GIS data in a multi-user environment. Advantages of SAM's web-based GIS solutions include:

- Cross platform functionality
- HTML5 mobile
- Full editing capabilities
- Asset management
- Password protected
- Integrated with county data
- Print high-resolution maps
- Advanced search & report tools
- Email and share maps
- Utility maintenance tracking and reporting

#### SYSTEM INTEGRATION & MAINTENANCE

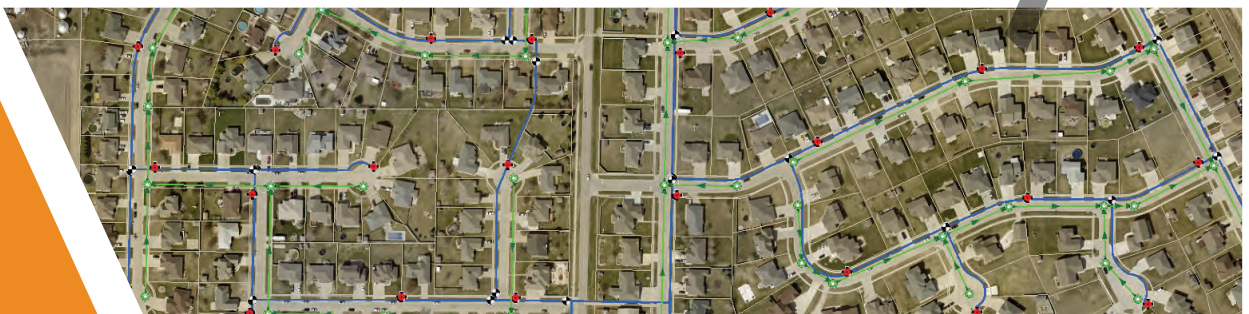
SAM has a solid understanding and integration experience with many different asset management programs. Combined with custom data design, our staff can effectively plan and implement a system to meet the needs of any client. We have successfully integrated and consulted for clients with the following independent platforms and systems:

- Cityworks®
- iWater
- Cartegraph
- SEMS
- InfoSwimm
- Dude Solutions
- Incode
- ArcGIS Tools & Applications
- WinCAN
- InfoWater
- NISC
- Summit–Data Technologies
- IBM Maximo
- Hansen
- Beehive
- Energov
- Cues GraniteNet
- Survey123
- PubWorks
- Accela
- Geocortex® Essentials
- CivicPlus
- ECODE

Our history of working with various software solutions will benefit Odessa's efforts by facilitating a more educated approach to offerings available in the market place and how all systems will successfully fit together to achieve the city's vision.

#### OWNERSHIP OF DATA

Upon completion of all services performed by SAM, ownership of all data components will become the sole property of the City of Odessa, MO.







### COST CONTROL & TIME MANAGEMENT

#### COST CONTROL & TIME MANAGEMENT

With over 800 successful data collection projects, the management team at SAM takes pride in our ability to consistently set costs and project schedules for our clients. Additionally, every project has been delivered to our clients by the negotiated deadlines. This is only possible with leadership that has decades of combined experience and a strong team of professionals who routinely develop and deploy state-of-the-art GIS programs.

With the extensive capacity of data our team consistently processes, efficiency is paramount. Our professionals constantly weigh the benefits of building automated programs to improve and streamline GIS development tasks, while avoiding those automated pitfalls that reduce or hinder our staff's ability to effectively recognize issues in the construction of good, clean spatial data.

Cost control issues are very important to our clients and SAM has a unique understanding of the skill set, technology and level of effort necessary to provide our clients with successful solutions. The use of the latest in GPS technology and software programs, research, development efforts, field standards and protocols enables SAM to deliver **everything GIS, done right** the first time.

#### REGIONAL PRESENCE

SAM is a national leader in geospatial and infrastructure solutions, employing over 1,700 professionals across 50+ offices throughout the United States. Among them, more than 100 employees are Missouri and Kansas residents working from three regional offices—including our Merriam location, which **is situated less than an hour from Odessa**. This means that **the City of Odessa has one of the highest-qualified survey and geospatial firms sitting in its backyard**, poised and ready to support work, including emergency response scenarios.

The recent addition of local field crews at our Merriam office further strengthens our ability to serve clients in the Kansas City area. This local presence enhances our responsiveness, streamlines project coordination, and reduces travel and mobilization costs—allowing us to deliver high-quality services at more competitive rates.



### PROJECT EXPERIENCE

# Odessa, Missouri

Population 5,982 • 2021

The City of Odessa, Missouri resides in Lafayette County and is part of the Kansas City Metropolitan area.

For years the staff in the utilities department worked to move from outdated hard copy maps to an ArcMap product through internal efforts. Staffing changeover throughout that time made the project exceed the expected timeline and field staff were operating from increasingly outdated maps.



UTILITY &  
INFRASTRUCTURE  
DATA COLLECTION



GIS DATA  
DEVELOPMENT &  
MAPPING

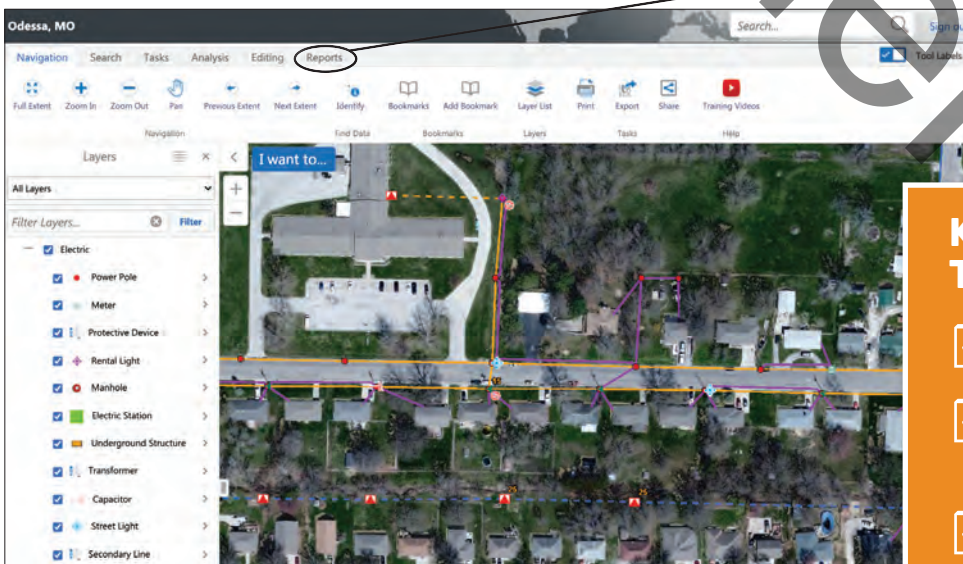


WEB-BASED,  
MOBILE GIS & ASSET  
MANAGEMENT

**Odessa selected SAM based on qualifications in 2021 to GPS locate, inspect and map their entire primary and secondary electric distribution network utilizing mapping-grade technology. SAM also developed an Integrity GIS website for utility department staff to manage and maintain their GIS data. This web-based GIS application, SAM Integrity, enables staff to view, edit and analyze utility data in a centralized location that is user-friendly and capable of hosting unlimited users on a secure platform.**

Today, Odessa utilities department staff have pinpoint accuracy of pole and line locations. Staff can also generate reports for electrical line and network assets for inventory purposes. Utility staff now have the ability to analyze and query utility features and attributes, forecast short and long term maintenance activities and improve efficiencies on infrastructure maintenance needs.

Line Type	Total Length
Overhead	58.08 Ft
Underground	143.88 Ft
Overhead	12,442.23 Ft
Underground	826.19 Ft
Overhead	14,170.52 Ft
Underground	536.34 Ft
Overhead	6,365.37 Ft
Underground	781.28 Ft
Overhead	21,817.34 Ft
Underground	4,895.20 Ft
Overhead	21,110.04 Ft
Underground	5,708.78 Ft
Overhead	19,496.44 Ft
Underground	88.01 Ft
Overhead	23,123.34 Ft
Underground	18,819.75 Ft
Overhead	39,596.79 Ft
Underground	59,723.83 Ft
<b>Total Length</b>	<b>208.07 Ft</b>
<b>Overhead</b>	<b>13,086.40 Ft</b>
<b>Underground</b>	<b>14,706.68 Ft</b>
<b>Overhead</b>	<b>6,136.73 Ft</b>
<b>Underground</b>	<b>25,912.08 Ft</b>
<b>Overhead</b>	<b>26,818.78 Ft</b>
<b>Underground</b>	<b>19,584.48 Ft</b>
<b>Overhead</b>	<b>41,743.08 Ft</b>
<b>Underground</b>	<b>79,533.85 Ft</b>
<b>Overhead</b>	<b>156,383.20 Ft</b>
<b>Underground</b>	<b>71,060.47 Ft</b>



### Key Services for This Project:

- ✓ Electric GPS Mapping
- ✓ Web-based Integrity™ GIS Implementation
- ✓ Mapping-grade Technology
- ✓ Inspection & Inventory of all Utility Features

### Project Contact

Troy Woutzke – Electric Supervisor  
816-633-5521 • troy.woutzke@cityofodessamo.com

### PROJECT EXPERIENCE



Smithville, Missouri is home to over 10,500 residents just north of the Kansas City metropolitan Area. This community has doubled in population since 2000, resulting in numerous engineering and expansion project for city infrastructure and an overall increase in field assets that need maintained.

The city sought the most qualified GIS consulting firms in 2021 to support and provide GIS products and services under a three (3) year master agreement contract. The city had previously had the infrastructure mapped, but so much growth and additions since meant that staff was operating from incomplete data.

**RTK survey-grade methods were utilized by SAM field staff to map all features in Smithville's sanitary sewer, water and storm water network. SAM worked with city staff to customize a geodatabase specific to the current and future needs Smithville has as future subdivisions are developed. When the data collection was complete and approved by the city, the utility data was incorporated the GIS database in Integrity™, a web-based asset management and GIS solution for municipalities and utility companies developed and hosted by SAM.**



UTILITY &  
INFRASTRUCTURE  
DATA COLLECTION

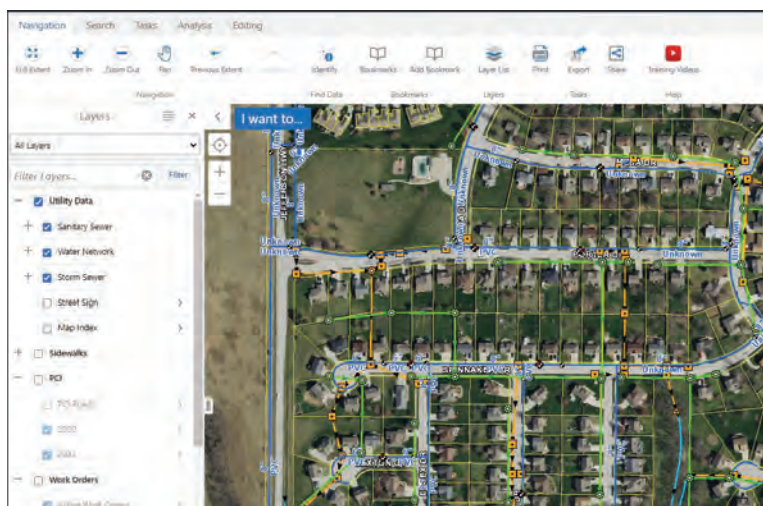


GIS DATA  
DEVELOPMENT &  
MAPPING



WEB-BASED,  
MOBILE GIS & ASSET  
MANAGEMENT

Integrity's web-based framework allows a multi-user environment across any platform, including mobile devices. Any authorized user can access the geodatabase from anywhere, both online and offline. Those same authorized users can view, edit, manage and analyze the mapping data that is seamlessly updated for all users. Built in tools to track maintenance such as hydrants flushing, valve exercising and main breaks are available to all water personnel to support asset management efforts. Today, Smithville has an accurate, user-friendly GIS that can be accessed from any device to maintain the water distribution network.



### Key Services for This Project:

- ☒ RTK Survey-grade GPS Data Collection
- ☒ Utility GPS Mapping
- ☒ Inventory of all Utility Features
- ☒ Web-based Integrity™ GIS Implementation
- ☒ Web-based Asset Management

### Project Contact

Cynthia Wagner – City Administrator  
816-532-3897 • [cwagner@smithvillemo.org](mailto:cwagner@smithvillemo.org)



### PROJECT EXPERIENCE

## Kearney, Missouri

Population 10,457 • 2020, 2023

Kearney, Missouri is home to over 10,000 residents on the north end of the Kansas City metropolitan Area. Since 2010, this community has experienced a 31% population growth resulting in countless engineering and expansion project for city infrastructure and an overall increase in field assets that need maintained.

Prior to 2020, the city's water department utilized outdated hard-copy maps, and relied on a veteran public works superintendent for a vast amount of institutional knowledge of the city's water distribution system. In 2019 SAM was selected based on qualifications to locate and map the city's water distribution network and incorporate the data into a GIS database. As this experienced utility manager plans for his approaching retirement, city administration recognized an immediate need to catalog his wealth of knowledge pertaining to the utility network and to establish an accurate, connected map that can be utilized by incoming utility staff to bridge the gap of years of experience and quickly gain knowledge necessary to maintain the water system into the future.



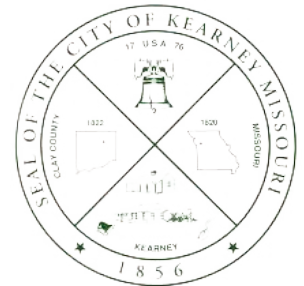
UTILITY & INFRASTRUCTURE DATA COLLECTION



GIS DATA DEVELOPMENT & MAPPING



WEB-BASED, MOBILE GIS & ASSET MANAGEMENT



**RTK survey-grade methods were utilized by SAM field staff to map all features in Kearney's water network including hydrants, valves and mainlines. SAM worked with city staff to customize a water geodatabase specific to the current and future needs Kearney has. Additionally, project management staff at SAM worked to perform quality control in conjunction with the knowledgeable public works staff to ensure accurate representation of the data. When the data collection was complete and approved by the city, the accurate water data was incorporated the GIS database in Integrity™, a web-based asset management and GIS solution for municipalities and utility companies developed and hosted by SAM.**

Integrity's web-based framework allows a multi-user environment across any platform, including mobile devices. Any authorized user can access the geodatabase from anywhere, both online and offline. Those same authorized users can view, edit, manage and analyze the mapping data that is seamlessly updated for all users. Built in tools to track maintenance such as hydrants flushing, valve exercising and main breaks are available to all water personnel to support asset management efforts. Today, Kearney has an accurate, user-friendly GIS that can be accessed from any device to maintain the water distribution network. Historical data and institutional knowledge has been preserved and the city is better equipped to manage their population growth, track maintenance and comply with environmental regulations.

### Key Services for This Project:

- ☒ RTK Survey-grade GPS Data Collection
- ☒ Utility GPS Mapping
- ☒ Inventory of all Utility Features
- ☒ Web-based Integrity™ GIS Implementation
- ☒ Web-based Asset Management

In 2023, Kearney selected SAM for phase 2 of it's utility asset collection. SAM utilized RTK survey-grade GPS methods to locate the city's sanitary sewer and storm water utility networks. Field assets were then integrated into the city's Integrity site.

### Project Contact

Sheila Ernzen – City Administrator/ City Clerk  
816-903-4738 • sernzen@kearneymo.us

### PROJECT EXPERIENCE

## St. Joseph, Missouri

Population 76,442 • 2007-Present

SAM has been in a “GIS Master Agreement” with the city of St. Joseph since 2007, which is up for renewal every third year. The city has renewed consecutively since 2007 with SAM based on qualifications and service.



UTILITY &  
INFRASTRUCTURE  
DATA COLLECTION



GIS DATA  
DEVELOPMENT &  
MAPPING



WEB-BASED,  
MOBILE GIS & ASSET  
MANAGEMENT



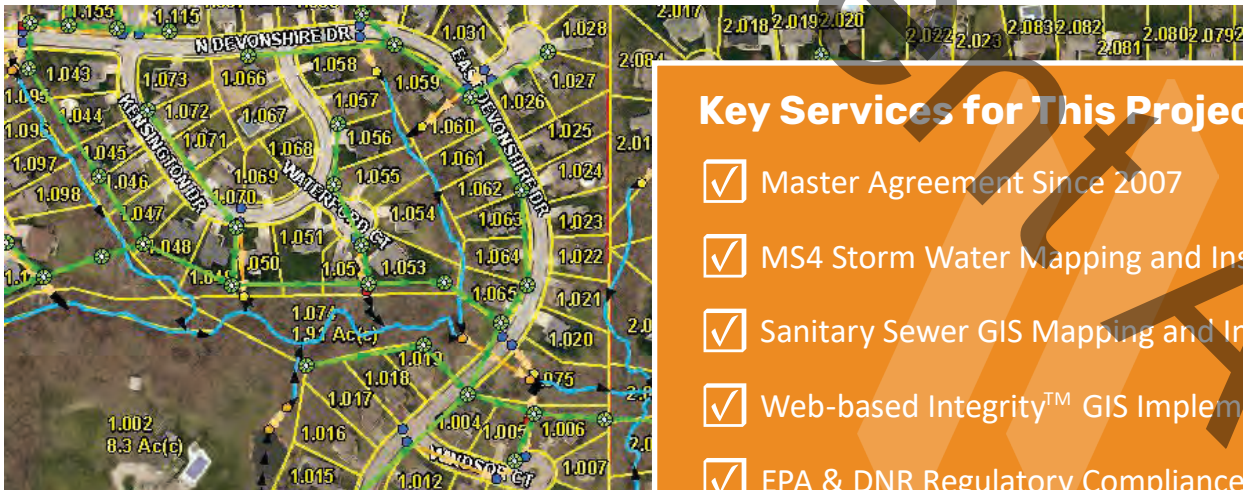
MAINTENANCE  
& SUPPORT

SAM manages overall daily GIS operations, maintenance and design structure of the city’s enterprise GIS database and their GIS website with mobile capabilities. SAM has assisted various city departments with training on GPS equipment and GIS software to perform daily tasks, and has also updated and maintained the citywide cadastral mapping and data layer development. All data is directly tied to a control network, which was created by SAM.

Over the years, SAM has provided GPS mapping, inspection and GIS development of 10,000+ sanitary sewer features and portions of the storm water network for use in engineering design projects for combined sewer separation. We have assisted the utility department in developing reports and processes to improve their compliance on a federal consent from the Environmental Protection Agency.

SAM coordinated with CUES GraniteNet and Cartegraph Asset Management vendors to provide customized feature class design and integration with Esri map services. This was done to streamline data input from multiple system sources to prevent any loss in the data creation and transfer process.

Currently, SAM is working on Storm Water asset inventory and developing an Inter-local GIS data agreement for the city and area agencies.



### Key Services for This Project:

- ☒ Master Agreement Since 2007
- ☒ MS4 Storm Water Mapping and Inspections
- ☒ Sanitary Sewer GIS Mapping and Inspections
- ☒ Web-based Integrity™ GIS Implementation
- ☒ EPA & DNR Regulatory Compliance Support

### Project Contact

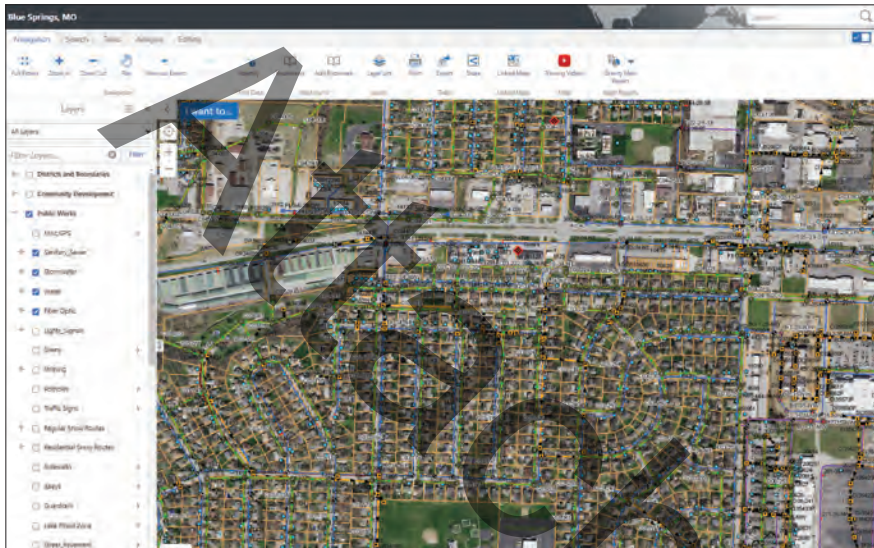
Keven Schneider – Super of Streets/Infrastructure  
816-271-4848 • [kschneider@stjosephmo.gov](mailto:kschneider@stjosephmo.gov)



### PROJECT EXPERIENCE

## Blue Springs, Missouri

Population 58,604 • 2022-Ongoing



GIS DATA  
DEVELOPMENT &  
MAPPING



WEB-BASED,  
MOBILE GIS & ASSET  
MANAGEMENT

productivity and efficiency and to provide better management information to the organization's leadership. The city selected SAM based on qualifications to incorporate the city's GIS data into SAM Integrity™, a web-based GIS program developed and hosted by SAM.

**SAM set to work developing a web-based GIS that was robust with features, yet user-friendly and operated on a multi-user platform so city departments could operate from a central geodatabase. Many data layers were integrated into the city's GIS, including sanitary sewer, water distribution, fiber, storm water, sidewalks, and city street networks. A separate data layer was incorporated for the city emergency services that included ESN, fire districts, and patrol districts. Other city data layers include address points, signs, city-owned lights, parcel data, bike parking and bus stop locations, street centerlines and city and parcel boundaries.**

Zoning data layers for the city include 20+ different classifications that can be visually referenced for Planning & Zoning staff. FEMA Flood Zone data is also a layer within the web-based GIS, which can support numerous simultaneous users on a regular basis.

Today, Blue Springs has a complete geodatabase with built-in features that allow the city to run custom queries, add and edit features within their utility data layers, conduct hydrant flow tests or valve exercises, run water main or hydrant reports all with pinpoint GPS accuracy and the most up-to-date aerial photography available to the city.

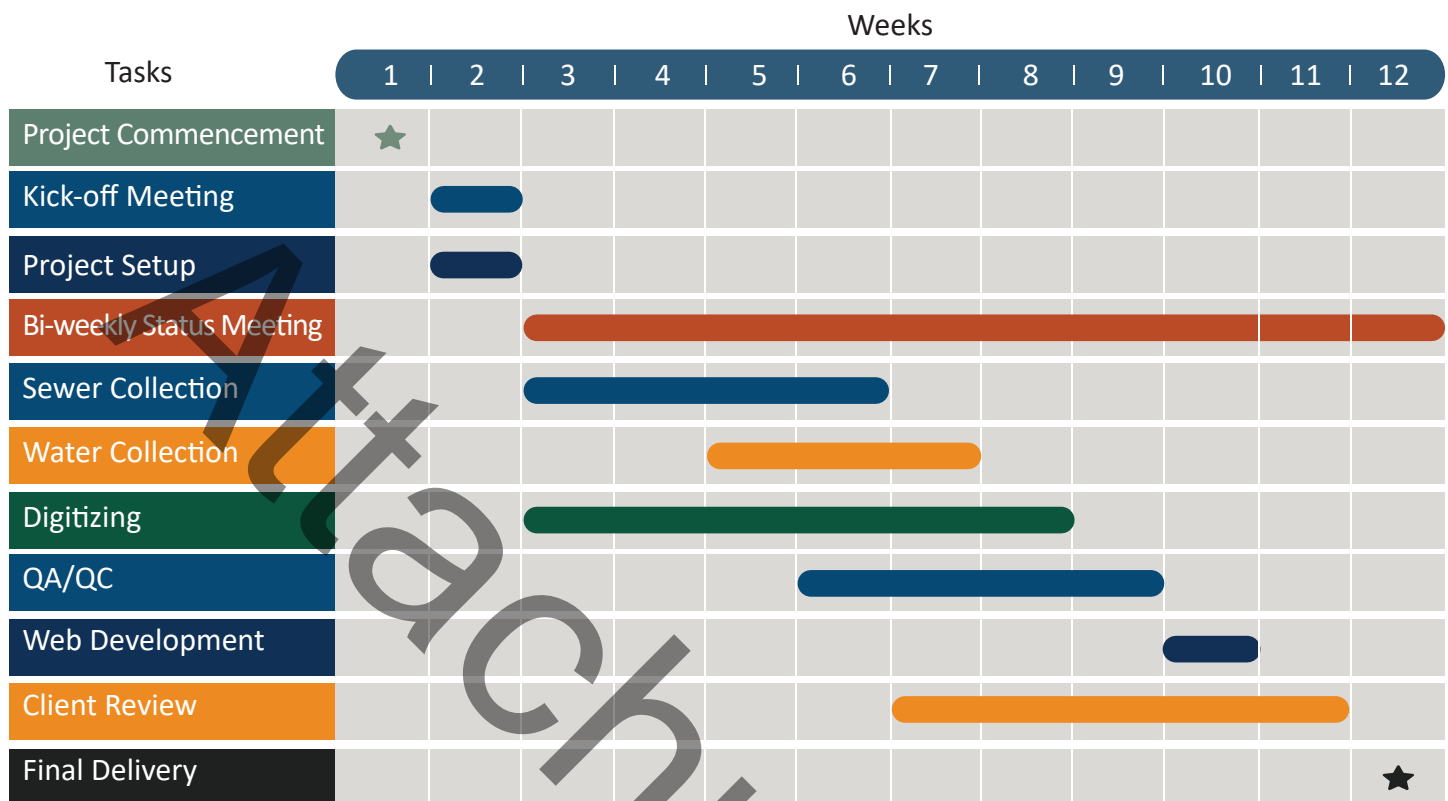
#### Project Contact

Mike Mallon, AICP – Sr. Dir. City Development  
816-228-0124 • mmallon@bluespringsgov.com

#### Key Services for This Project:

- ☒ Asset Management Implementation
- ☒ Data Layer Development for Utilities & Zoning
- ☒ Web-based Integrity™ GIS Implementation
- ☒ Ongoing Support & Maintenance Services

## PROJECT TIMELINE



## DELIVERABLES

After the staff at the City of Odessa has reviewed and approved all GPS located and attributed data, SAM will present a full set of deliverables to the city. All collected and mapped sanitary sewer and water data will be uploaded into the city's geodatabase and also integrated into the city's web-based GIS viewer. The following deliverables will be provided:

- Esri ArcGIS Geodatabase containing datasets for sanitary sewer and water utility features.
- Esri map documents (.aprx)
  - 11x17 truck book map documents (for each utility)
  - 36x36 100-scale map documents (for each utility)
- Two (2) sets of bound 11x17 truck books (for each utility)
- One (1) full system wall map (for each utility)
- Web-based GIS website development and implementation
- Four (4) hours on-site GIS training for staff
- Annual GIS website maintenance

### INCLUSIONS

A complete proposal must include the following assurances and schedules, with a signed attestation by an authorized representative of the proposing firm.

- PROPOSER GUARANTEES:** The proposing firm certifies it can and will provide and make available, as a minimum, all services set forth in Part III, Nature of Services Required.
- PROPOSER WARRANTIES:** Proposing firm warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.
- Proposing firm warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Odessa.
- Proposing firm warrants that all information provided in its proposal is true and accurate.

***–Surveying And Mapping, LLC attests to the foregoing.***



(Authorized Representative Signature)

Patrick A. Smith, Vice President - Risk & Contracts

(Authorized Representative Name/Title)

Surveying And Mapping, LLC

(Company Name)

4801 Southwest Parkway Building Two, Suite 100

(Address)

Austin, TX 78735

(City, State, Zip)

Office: 512-447-0575 Fax: 512-326-3029

(Phone Number/Fax Number)


psmith@sam.biz

(Email Address)

**Certification Regarding Debarment, Suspension,  
Ineligibility, And Voluntary Exclusion Contractor Covered  
Transaction**

- 1) The prospective contractor of the Recipient, Surveying And Mapping, LLC, certifies, by submission of this document, that neither it nor its representatives is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach and explanation to this form.

CONTRACTOR: Surveying And Mapping, LLC

By:   
Signature Recipient's Name

Patrick A. Smith, Vice President - Risk & Contracts

Name and Title Division Contract Number

4801 Southwest Parkway Building Two, Suite 100

Street Address

Austin, TX 78735

City, State, Zip

05/15/2025

Date

867203556

DUNS number

02CY0

Cage Code

### STATEMENT OF QUALIFICATIONS PROPOSAL SIGNATURE FORM

By signing below, I am certifying that I am submitting this proposal as an authorized representative of the below-named firm, have thoroughly reviewed and understand the terms and conditions of the RFP, and am submitting the proposal accordingly.

Dated this 15th day of May, 2025.



(Authorized Representative Signature)

Patrick A. Smith, Vice President - Risk & Contracts

(Authorized Representative Name/Title)

Surveying And Mapping, LLC

(Company Name)

4801 Southwest Parkway Building Two, Suite 100

(Address)

Austin, TX 78735

(City, State, Zip)

Office: 512-447-0575 Fax: 512-326-3029

(Phone Number/Fax Number)

psmith@sam.biz

(Email Address)

**THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS**

**FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM**

For Contracts with the City of Odessa, Missouri:

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri political subdivision must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the City (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in in connection with the services being provided, or to be provided, to the City.

Accordingly, your company:

- (a) Agrees to have an authorized person execute the attached “Immigration/E-Verify Affidavit” and deliver the same to the City prior to or contemporaneously with the execution of its contract;
- (b) Affirms it is enrolled in the “E-Verify” work authorization program in the United States, and is participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E- Verify), or to be provided;
- (c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the district.
- (d) Affirms you will notify the City if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- (e) Agrees to provide documentation of your participation in E-Verify to the City prior to or contemporaneously with the execution of its contract with the City (or at any time thereafter upon request), by providing an E-Verify screen print out (or equivalent documentation) confirming your participation in E-Verify;
- (f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- (g) Agrees that any failure by your company to abide by the requirements a/ through f/ above will be considered a material breach of your contract with the City of Odessa.



By: Patrick A. Smith (signature)

Printed Name and Title: Patrick A. Smith, Vice President - Risk & Contracts

For and on behalf of: Surveying And Mapping, LLC (Company)

**THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS**

**Bid No. 02-25  
Professional Utility GIS MAPPING & WEB-BASED GIS**

Bidder must complete the following section in its entirety (in space provided or on a separate sheet to be included with bid). Bidder must sign and date below where indicated.

1. The Firms ability to maintain the Web-Based GIS site for the Water/Wastewater of the City of Odessa. On-hand infrastructure and resources the firm can dedicate to the support of City of Odessa GIS system and their experience in successfully providing these services.

See attached sheet for SAM's response.

2. The past record of performance of the vendor with respect to such factors as accessibility to clients, quality of work, and ability to meet schedules:

See attached sheet for SAM's response.

3. The Firms familiarity with the area in which the project is located:

See attached sheet for SAM's response.

4. Total cost of material, equipment, and labor to complete project.

See attached sheet for SAM's response.

5. Date available to begin and number of days required to complete the project.  
Bidder must state a definite period for performance of the services.

Date Available to Start Project	Number of Weeks Required to Complete Project
3 Weeks After Award Notification	12 Weeks from Project Commencement

Initials: PAS Date: 05/15/2025

SIGNATURE(S):

Company Name and Address

Signature (Authorized Representative)

Surveying And Mapping, LLC



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, TX 78735

Title Vice President - Risk & Contracts

Telephone 512-685-3542

DATE 05/15/2025



Company ID Number: 1259240

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR WEB SERVICES EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this Agreement are the Department of Homeland Security (DHS) and Surveying And Mapping, LLC (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.



Company ID Number: 1259240

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

## Approved by:

<b>Web Services Employer</b>	
Surveying And Mapping, LLC	
Name (Please Type or Print)	Title
Allison Davis	
Signature	Date
Electronically Signed	01/04/2018
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	01/04/2018



Company ID Number: 1259240

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	Surveying And Mapping, LLC
Company Facility Address	4801 Southwest Parkway Building Two Suite 100 Austin, TX 78735
Company Alternate Address	
County or Parish	TRAVIS
Employer Identification Number	742704974
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	1



## CERTIFICATE OF LIABILITY INSURANCE

10/31/2025

DATE (MM/DD/YYYY)

10/25/2024

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).

<b>PRODUCER</b> LOCKTON COMPANIES, LLC 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>															
<b>INSURED</b> 1437168 SAM Companies LLC, SAM Merger Sub LLC, SAM Holding Company, Inc., SAM Holding Company II, Inc., Surveying And Mapping, LLC and SAM-Construction Services, LLC 4801 Southwest Parkway, Building Two, Suite 100 Austin TX 78735		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D: Allied World Surplus Lines Insurance Company</td> <td>24319</td> </tr> <tr> <td>INSURER E: Farmington Casualty Company</td> <td>41483</td> </tr> <tr> <td>INSURER F: American Guarantee and Liab. Ins. Co.</td> <td>26247</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Phoenix Insurance Company	25623	INSURER B: The Travelers Indemnity Company of America	25666	INSURER C: Travelers Property Casualty Company of America	25674	INSURER D: Allied World Surplus Lines Insurance Company	24319	INSURER E: Farmington Casualty Company	41483	INSURER F: American Guarantee and Liab. Ins. Co.	26247
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INSURER F: American Guarantee and Liab. Ins. Co.	26247																

**COVERAGES** **CERTIFICATE NUMBER:** 15903867 **REVISION NUMBER:** XXXXXXXX

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> S&A Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	P-660-4G642484-PHX-24	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	N	N	810-4G642484-IND-24	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	ZUP-41N45568 ABC 3180865-00	11/1/2024 11/1/2024	11/1/2025 11/1/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-0L517614-24-43-G	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability	N	N	0310-4004	10/31/2024	10/31/2025	\$10,000,000 Each Claim Limit \$10,000,000 Aggregate

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

## CERTIFICATE HOLDER

CANCELLATION See Attachment

15903867

For Information Purposes Only

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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ACORD 25 (2016/03)

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**Hull & Machinery & Protection & Indemnity (P&I)**

Policy #: HO23CFTZ0F7HU01

Insurer: Navigators Insurance Company

Policy Term: 11/1/2024 – 11/1/2025

Limits: \$1,000,000 Any One Accident or Occurrence

**Excess Professional Liability**

Policy#: DXS7100333

Insurer: Indian Harbor Insurance Company

Policy Term: 10/31/2024-10/31/2025

Limits: \$10,000,000 Aggregate Limit excess of \$10,000,000 underlying

**Excess Professional Liability**

Policy#: CTE 2000049 08

Insurer: Swiss Re Corporate Solutions Capacity Insurance Corp

Policy Term: 10/31/2024-10/31/2025

Limits: \$5,000,000 aggregate limit excess of \$20,000,000 underlying

**Stop Gap Coverage**

Policy #: UN-0L517614

Insurer: Farmington Casualty Company

Policy Term: 11/01/2023-11/01/2025

Limits:

\$1,000,000 Bodily Injury by Accident- Each Accident

\$1,000,000 Bodily Injury by Disease- Policy Limit

\$1,000,000 Bodily Injury by Disease- Each Employee

**Cyber Liability**

Policy #: 817109515

Insurer: Columbia Casualty Company

Policy Term: 10/31/2024-10/31/2025

Limits: \$5,000,000 Aggregate

**Unmanned Aircraft Systems:**

Policy #: A3GA000739424AM

Insurer: Allianz Global Risks US Insurance Company

Policy Term: 11/01/2024-11/01/2025

Limits:

\$20,000,000 Occurrence Specific to FA33AAEMHF, FA3CCWEYH3,  
FA3EFHE7F7, FA3R73LYNR, FA3LFE4L7N, FA3ANH434X.

\$5,000,000 Occurrence All Other Aircraft, unless endorsed.



## Bid No. 02-25 Professional Utility GIS Mapping & Web-Based GIS

**Bidder must complete the following section in its entirety (in space provided or on a separate sheet to be included with bid). Bidder must sign and date below where indicated.**

### **1. The Firms ability to maintain the Web-Based GIS site for the Water/Wastewater of the City of Odessa. On-hand infrastructure and resources the firm can dedicate to the support of City of Odessa GIS system and their experience in successfully providing these services.**

With over 50 years of combined GIS experience in designing and developing GIS programs, SAM GIS leadership is more than capable of consulting and training clients of all sizes in order to provide long-term solutions across multiple departments. SAM understands that even the best technology and tools are of no use without the proper training, which is why no project is complete until clients are confident in their ability to utilize the tools and applications provided by SAM. Additionally, our GIS experts are available long after project delivery to ensure clients like Odessa have ongoing contact if any issue arise. While we're a national firm with hundreds of clients across the country, we still embody the small business mentality that enabled our success - clients will have direct access to our GIS staff.

At SAM, every client and project is viewed as a true partnership. Just as our clients are invested in the success of their projects, so are we. Our reputation is built on delivering successful outcomes for those we serve. Each project begins with a comprehensive kickoff meeting, where we collaborate with the client to establish clear lines of communication, define project goals and expectations, and finalize key milestones and schedules. From there, SAM's GIS experts work closely with the client at the project level, providing services such as field mapping, service coordination, and the implementation and integration of GIS data solutions.

### **2.The past record of performance of the vendor with respect to such factors as accessibility to clients, quality of work, and ability to meet schedules:**

With over 800 successful data collection projects, the management team at SAM takes pride in our ability to consistently set costs and project schedules for our clients. Additionally, every project has been delivered to our clients by the negotiated deadlines. This is only possible with leadership that has decades of combined experience and a strong team of professionals who routinely develop and deploy state-of-the-art GIS programs.

Since 2021, SAM has maintained consistent accessibility to the City of Odessa, delivering high-quality work and demonstrating a strong commitment to meeting the City's schedules. Our team's responsiveness, attention to detail, and ability to adapt to project timelines have contributed to a successful and ongoing partnership.

### **3. The Firms familiarity with the area in which the project is located:**

**UNRIVALED REGIONAL GIS PRESENCE** - Our Merriam office, located less than an hour from Odessa, enhances our ability to serve clients across the Kansas City area. Our GIS experts bring decades of experience delivering geospatial and master agreement services to municipalities, counties, and utility companies throughout the region. Notable clients include Odessa, Lafayette County, Higginsville, Blue Springs, Richmond, Pleasant Hill, Warrensburg, Johnson County, Raytown, and the Little Blue Valley Sewer District, among others.

### **4.Total cost of material, equipment, and labor to complete project.**

Per the RFQ requirements, this information is located in SAM's sealed dollar cost bid envelope.



# IMMIGRATION/E-VVERIFY AFFIDAVIT

## LONG FORM

STATE OF MISSOURI )  
 ) ss  
COUNTY OF LAFAYETTE )

# AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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).

1. My name is Patrick A. Smith (Printed Name) and I am currently the VP Risk & Contracts (Title) of Surveying And Mapping, LLC (Business Name) (hereinafter "Contractor"), whose business address is 4801 Southwest Parkway Building Two, Suite 100, Austin, TX 78735, 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 services contracted between Contractor and City of Odessa.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services between Contractor and City of Odessa.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding: 1. A valid, completed copy of the first page identifying the Contractor; and 2. A valid copy of the signature page completed and signed by the Contractor and the Department of Homeland Security – Verification Division.

## ACKNOWLEDGEMENT:

I have the authority to sign this document and have read and understand the affidavit. I further certify the compliance with all requirements stated therein.



Signature, Affiant

Patrick A. Smith

Printed Name, Affiant

05/15/2025

Date

### PROJECT COSTS

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#### Fee Schedule

##### GPS DATA COLLECTION & GIS DEVELOPMENT

Sanitary Sewer Utility Network	\$51,900.00
Water Utility Network	\$35,200.00

##### WEB-BASED GIS FOR DESKTOP AND MOBILE

<del>Annual GIS Website Maintenance</del>	<del>\$4,000.00/Year*</del>
---	-----------------------------

~~\*The annual maintenance cost for Odessa's current SAM Integrity site will increase from \$3,600.00 to \$4,000.00 to accommodate additional data storage requirements.~~

#### Assumptions

- Fees are based on the number of estimated utility features as provided to SAM by the City of Odessa.
- The Fee Schedule listed above will remain in force for a 180 day period from the effective date on this proposal document and is subject to an escalation after that period.
- SAM is not responsible for costs incurred for any required traffic control.
- The city is responsible for ensuring all features are exposed and accessible prior to arriving on-site.

# IMMIGRATION/E-VERIFY AFFIDAVIT

## LONG FORM

STATE OF MISSOURI       )  
  ) ss  
COUNTY OF LAFAYETTE )

## AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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### KNOWINGLY:

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1. My name is Patrick A. Smith (Printed Name) and I am currently the VP-Risk & Contracts (Title) of Surveying And Mapping, LLC (Business Name) (hereinafter "Contractor"), whose business address is 4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735, and I am authorized to make this Affidavit.
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**ACKNOWLEDGEMENT:**

I have the authority to sign this document and have read and understand the affidavit. I further certify the compliance with all requirements stated therein.



Signature, Affiant

Patrick A. Smith  
Vice President-Risk & Contracts

Printed Name, Affiant

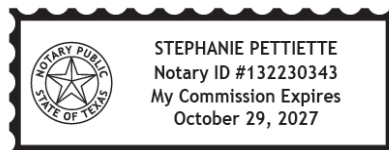
07/08/2025

Date

Notary: Stephanie Pettiette

Signature: 

Date: 07/08/2025





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**RESOLUTION NO. 2025-18**

**A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SAM, LLC FOR PROFESSIONAL GIS MAPPING AND WEB-BASED GIS SERVICES FOR THE CITY OF ODESSA**

**WHEREAS**, the City of Odessa desires to implement a comprehensive Geographic Information System (GIS) program to enhance the management of its utility infrastructure; and

**WHEREAS**, the City has identified SAM, LLC as a qualified provider of professional GIS mapping and web-based GIS services; and

**WHEREAS**, SAM, LLC will provide data collection, creation, and construction of a utility GIS program for the City of Odessa in accordance with the Scope of Services outlined in **Attachment A** of the agreement; and

**WHEREAS**, the total cost for the services provided under the agreement is **\$87,100.00**, which includes:

- Sanitary Sewer GIS Mapping: \$51,900.00
- Water Utility GIS Mapping: \$35,200.00

and there will be **no additional cost for ongoing website maintenance** during the term of the agreement due to existing arrangements; and

**WHEREAS**, funding for this project will be allocated from the Water and Wastewater Department Capital Improvement Plan (CIP) budgets and is within the approved amounts;

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

**SECTION 1.** The Board of Aldermen hereby approves the contract with SAM, LLC for professional GIS mapping and web-based GIS services in the amount of \$87,100.00, in accordance with the Scope of Services outlined in **Attachment A**.

**SECTION 2.** Funding for this agreement shall be provided through the Water and Wastewater Department Capital Improvement Plan and is within the approved budgeted amounts.

**SECTION 3.** The Mayor is hereby authorized to execute the contract and any related documents necessary to effectuate the agreement.

**SECTION 4.** This Resolution shall be in full force and effect from and after its passage and approval.



**SECTION 5.** The City Clerk is hereby authorized to correct any scriveners' errors made in amending the Resolution.

**APPROVED AND PASSED** by the Board of Aldermen and approved by the Mayor of the City of Odessa, Missouri, this 14<sup>TH</sup> day of July, 2025.

(SEAL)

ATTEST:

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Bryan D. Barner, Mayor

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Karen Findora, City Clerk



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## BOARD OF ALDERMEN ACTION REPORT

**ISSUE:** Approve supplemental contracts with Own, LLC to allow rebidding services for the Downtown Infrastructure Project and agreement with Navigate Building Solutions for construction engineering bidding services.

**ACTION REQUESTED:** Motion/Second to approve Resolution No 2025-19 and Resolution No. 2025-20, approving the Mayor to enter into a supplemental contract with Own, LLC to allow rebidding services for the Downtown Infrastructure Project and agreement with Navigate Building Solutions for construction engineering bidding services.

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### BACKGROUND:

The Downtown Infrastructure Project has been underway for many years, originally divided into two phases: 2nd Street and Mason Street. The City first entered into contracts with Anderson Engineering (now OWN, Inc.) in early 2021. The engineering contract for 2nd Street was \$99,318, and the contract for Mason Street was \$107,028, which included \$40,272 for construction engineering services.

In February 2025, OWN, Inc. took the project out to bid; however, the bids were rejected due to high costs and a lack of qualified bidders. Following the bid rejection, OWN, Inc. proposed three additional supplemental contracts totaling over \$266,000:

1. \$131,000 for additional 2nd Street services,
2. \$80,000 for Mason Street services, and
3. \$55,000 for services “beyond the scope of work”

City staff, along with legal counsel and Navigate Building Solutions, entered into negotiations with OWN, Inc. to reduce these costs and reassess the path forward. After consultation with MoDOT Central Office staff, it was recommended that the City separate construction engineering services and seek bids for that work independently. OWN, Inc.'s role would be limited to preparing the project for rebidding.

Navigate Building Solutions and staff worked closely with OWN, Inc. through multiple rounds of revisions to reduce and refine the supplemental contracts. As a result of this thorough review and negotiation process, the City has successfully reduced the proposed contract amounts by over \$11,000 (in bidding services) and completely eliminated the \$55,000 proposal for already-rendered services.

The revised supplemental agreements with OWN, Inc. are now limited to rebidding services only and total:

- \$15,458.18 for the 2nd Street phase, and
  - \$16,798.10 for the Mason Street phase.
  - \$10,597.23 for construction engineering from the original contract for the 1<sup>st</sup> bid
-

- FINANCIAL CONSIDERATIONS: \$15,458.18 for the 2nd Street phase, and \$16,798.10 for the Mason Street phase, + \$10,597.10 for construction engineering services that have already been rendered from the original contract for the 1<sup>st</sup> bid process. The total not to exceed with Own, LLC is now \$242,895.51. \$7,500 or less is the estimated Navigate Task Order.

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ATTACHMENTS: Resolution No. 2025-19; Resolution No. 2025-20; Own Supplemental Contracts and Navigate Task Order; Cost Breakdown

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PREPARED BY: \_\_\_\_\_  
Shawna Davis, City Administrator

DATED: May 12, 2025

**TASK ORDER NUMBER 04 – May 21, 2025**

**MASTER AGREEMENT:** Owner Representative, On-Call Professional Services Agreement made between The City of Odessa, Missouri and Navigate Building Solutions dated February 12, 2024.

**Project:**

Historic Main Street – Revitalization Project, Construction Engineering RFQ

**Duration:**

Services to be completed by August 31, 2025.

**Scope of Owner Representative Services:**

- 1) Prepare Request for Qualifications for Construction Engineering and Testing services in accordance with MoDOT requirements.
- 2) Engage the City's MODOT Cost Share Program Coordinator (Point of Contact) for review of the Draft RFQ. Incorporate any additional solicitation requirements requested.
- 3) Facilitate and coordinate RFQ solicitation and receipt.
- 4) Assist the City in contacting firms to monitor and gauge project interest.
- 5) Review and answer questions or clarifications as they relate to the package received from prospective firms.
- 6) Assist with the review and evaluation of responses.
- 7) Prepare and issue notifications to shortlisted firms.
- 8) Schedule and participate in interviews.
- 9) Assist with fee negotiations and final contract negotiations.
- 10) Assist with final selection notifications.

**COMPENSATION**

Owner's Representative shall be paid for hours spent based upon the pre-negotiated and discounted rates established by The Interlocal Purchasing Systems (TIPS) OWNER'S REPRESENTATIVE Vendor #8613 Contract #230601 for Consulting Services. Payments for services shall be made monthly based on the hours spent.

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**OWNER (Signature)****Date****Name:** \_\_\_\_\_**City of Odessa, Missouri**

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5/23/25**Name: Todd Sweeney****NAVIGATE Building Solutions, LLC**



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**RESOLUTION NO. 2025-19**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER NUMBER 04 UNDER THE MASTER AGREEMENT WITH NAVIGATE BUILDING SOLUTIONS FOR CONSTRUCTION ENGINEERING BIDDING SERVICES RELATED TO THE HISTORIC MAIN STREET – REVITALIZATION PROJECT**

**WHEREAS**, the City of Odessa, Missouri, entered into a Master Agreement for Owner Representative, On-Call Professional Services with Navigate Building Solutions on February 12, 2024; and

**WHEREAS**, Task Order Number 04 dated May 21, 2025, has been submitted under said Master Agreement to provide professional construction engineering bidding services related to the Historic Main Street – Revitalization Project; and

**WHEREAS**, the services outlined in Task Order Number 04 are to be completed by August 31, 2025; and

**WHEREAS**, compensation for services rendered shall be paid monthly based on hours spent at the pre-negotiated and discounted rates established by The Interlocal Purchasing Systems (TIPS), Vendor #8613, Contract #230601 for Consulting Services.

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

**SECTION 1.** The Board of Aldermen hereby approves Task Order Number 04 between the City of Odessa and Navigate Building Solutions for construction engineering bidding services as described above.

**SECTION 2.** The Mayor is hereby authorized to execute said Task Order on behalf of the City of Odessa and take such further actions as may be necessary to carry out the intent of this Resolution.

**SECTION 3.** This Resolution shall be in full force and effect from and after its passage and approval.

**SECTION 4.** The City Clerk is hereby authorized to correct any scriveners' errors made in amending the Resolution.

**APPROVED AND PASSED** by the Board of Aldermen and approved by the Mayor of the City of Odessa, Missouri, this 14<sup>TH</sup> day of July, 2025.

(SEAL)

ATTEST:

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Bryan D. Barner, Mayor

---

Karen Findora, City Clerk

**SPONSOR: CITY OF ODESSA**  
**LOCATION: 2ND STREET - MAIN STREET TO DRYDEN STREET**  
**PROJECT: TAP-9901(440) 2ND STREET HISTORIC DOWNTOWN DISTRICT IMPROVEMENTS**

*THIS CONTRACT* is between *City of Odessa*, Missouri, hereinafter referred to as the "Local Agency", and *Anderson Engineering, Inc. 941 W. 141<sup>st</sup> Terrace, Suite A Kansas City, MO 64145*, hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its *Transportation Alternatives Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *Replace Sidewalk on 2<sup>nd</sup> Street from Main Street to Dryden Street* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

**ARTICLE I – SCOPE OF SERVICES**

*See Attachment A for the Scope of Services specific to this project.*

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is *0%* of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, *0%* of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
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### **ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

### **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on **December 1, 2022**.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

## ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

## ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ 12,740.49, with a ceiling established for said design services in the amount of \$ 99,318.00, which amount shall not be exceeded.
- B. N/A For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$ 0.00, with a ceiling established for said inspection services in the amount of \$ 0.00, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  - 2. An amount calculated at 28% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  - 3. An amount calculated at 117% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

## **ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

## **ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
----------------------------	----------------	-----------------

## **ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

## **ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

## **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

## **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this

Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as

amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

## **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

## **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

## **ARTICLE XIX – LOBBY CERTIFICATION**

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

## **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.



- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

## **ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 7<sup>th</sup> day of May, 2021.

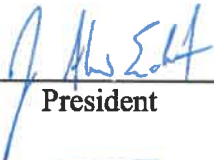
Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**FOR: CITY OF ODESSA, MISSOURI**

**BY:** \_\_\_\_\_  
City Administrator

**ATTEST:** \_\_\_\_\_

**FOR: ANDERSON ENGINEERING, INC.**

**BY:**  \_\_\_\_\_  
President

**ATTEST:**  \_\_\_\_\_  
Project Manager

## **ATTACHMENT A**

### **Scope of Services**

#### **A. DESIGN PHASE - The Engineer will:**

1. determine the needs of the Local Agency for the project;
2. conduct topographic, property and utility surveys sufficient to develop plans for the project;
3. arrange for subsurface investigations, if needed;
4. conduct hydraulic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the Local Agency the best overall general design based on these studies;
5. submit electronic copies of preliminary plans, estimates and studies for review by the Local Agency and Missouri Department of Transportation (MoDOT);
6. prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by Local Agency's forces;
7. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds and easements needed for the project;
8. ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also insure compliance with the requirements of the Federal Emergency Management Agency (FEMA);
9. ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis. Cost of an archaeological study is not included in this contract. A Supplemental Agreement will be issued if an archaeological study is required;
10. ensure compliance with all regulations in regards to noise abatement and air quality, if necessary; and

11. provide the Local Agency electronic copy of completed plans, specifications and/cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.
  12. arrange for hazardous waste inspection and, if deemed necessary, arrange to have the hazardous waste removed by a qualified disposer on a subcontract basis. Cost of hazardous waste mitigation is not included in this contract. A Supplemental Agreement will be issued if mitigation is required.
- B. BIDDING PHASE - The Engineer will:**
1. upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents to the Local Agency;
  2. provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids; and
  3. assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT;
- C. CONSTRUCTION PHASE - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:**
1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
  2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;
  3. check shop drawings and review schedules and drawings submitted by the Contractor;
  4. reject work not conforming to the project documents;
  5. prepare change orders for issuance by the Local Agency as necessary and assure that proper approvals are made prior to work being performed;

6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
7. inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;
8. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
  - a. sidewalk and crosswalk layout;
  - b. excavation and backfilling;
  - c. traffic control layout;
  - d. concrete batching and pouring;
  - e. placement of traffic control devices, including signing and signals
  - g. placement of surfacing materials and pavement marking;
10. participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the Local Agency's records.

## **ATTACHMENT B**



## **ATTACHMENT C**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

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#### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epl/s/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT E

### DISADVANTAGE BUSINESS ENTERPRISE CONTRACT PROVISIONS

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1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
  - A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
  - B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
  - C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
  - D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE

Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

- A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
- B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
- C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
- D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
- E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
- F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
- G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
- H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.



I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment F – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** ANDERSON ENGINEERING, INC.

**Project Owner (LPA):** CITY OF ODESSA

**Project Name:** 2ND STREET - MAIN STREET TO DRYDEN STREET

**Project Number:** TAP-9901(440)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

**LPA - City of Odessa**

**Consultant - Anderson Engineering, Inc.**

Printed Name: Nici Wilson

Printed Name: J. Andrew Eckhart, P.E.

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Date: May 24, 2021

Date: May 7, 2021



**RESOLUTION NO. 2021-11**

**RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING  
THE MAYOR TO ENTER INTO A CONTRACT WITH ANDERSON ENGINEERING FOR  
THE SERVICES OUTLINED IN *EXHIBIT A* FOR THE DOWNTOWN INFRASTRUCTURE  
IMPROVEMENT PROJECT [TAP NO. 9901(440)]**

- WHEREAS,** during the 2018 Strategic Plan: Onward Odessa, the Board of Aldermen determined that infrastructure improvements to the Historic Downtown District were a priority; and
- WHEREAS,** the Board of Aldermen declared the downtown infrastructure as blighted by the adoption of Resolution No. 2019-13 in April 2019; and
- WHEREAS,** the Board of Aldermen previously engaged with Anderson Engineering for the preliminary engineering and survey services on this project; and
- WHEREAS,** City of Odessa was recently awarded funds made available by the Federal Highway Administration through its Transportation Alternatives Program; and
- WHEREAS,** utilizing the Missouri Department of Transportation's on-call engineering list, city staff recommends engaging with Anderson Engineering for the professional services outlined in Exhibit A of the attached agreement.

**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 execute all documents necessary in accordance with the contractual specifications outlined in the attached contract.

**APPROVED AND PASSED** by the Board of Aldermen of the City of Odessa, Missouri, this 24<sup>th</sup> day of May, 2021.

(SEAL)

By:   
Stephen L. Wright, Mayor

ATTEST:

By:   
Peggy Eoff, City Clerk

**SPONSOR:** City of Odessa

**LOCATION:** Mason St from 3rd St to 1st St

**PROJECT:** TAP-9901(443) Mason St Downtown District Improvments 3rd St to 1st St

*THIS CONTRACT* is between *City of Odessa*, Missouri, hereinafter referred to as the "Local Agency", and *Anderson Engineering, Inc. 941 W. 141<sup>st</sup> Terrace, Suite A Kansas City, MO 64145*, hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its *Transportation Alternatives Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *Replace Sidewalk on Mason St from 3rd St to 1st St* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

#### **ARTICLE I – SCOPE OF SERVICES**

**See Attachment A for the Scope of Services specific to this project.**

#### **ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE <u>SERVICE</u>	TOTAL \$ VALUE OF THE DBE <u>SUBCONTRACT</u>	CONTRACT \$ AMOUNT TO APPLY TO TOTAL <u>DBE GOAL</u>	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO <u>TOTAL GOAL</u>
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### **ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

### **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on **March 31, 2024**.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

## ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

## ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$ 8,435.99**, with a ceiling established for said design services in the amount of **\$ 66,756.00**, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$ 4462.57**, with a ceiling established for said inspection services in the amount of **\$ 40,272.00**, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  - 2. An amount calculated at **61.5%** of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  - 3. An amount calculated at **105.8%** of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

## **ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.



## **ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
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## **ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

## **ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

## **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

## **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this

Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as

amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

## **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

## **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

## **ARTICLE XIX – LOBBY CERTIFICATION**

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

## **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

## **ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 19<sup>th</sup> day of July, 2023.

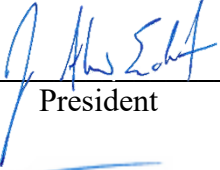
Executed by the City this 25<sup>th</sup> day of July, 2023.


**FOR: CITY OF ODESSA, MISSOURI**

BY:   
\_\_\_\_\_  
City Administrator

ATTEST: Karen Findora

**FOR: ANDERSON ENGINEERING, INC.**

BY:   
\_\_\_\_\_  
President

ATTEST:   
\_\_\_\_\_  
Project Manager

## **ATTACHMENT A**

### **Scope of Services**

#### **A. DESIGN PHASE - The Engineer will:**

1. determine the needs of the Local Agency for the project;
2. conduct topographic, property and utility surveys sufficient to develop plans for the project;
3. arrange for subsurface investigations, if needed;
4. conduct hydraulic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the Local Agency the best overall general design based on these studies;
5. submit electronic copies of preliminary plans, estimates and studies for review by the Local Agency and Missouri Department of Transportation (MoDOT);
6. prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project. Provision will be made in the contract documents for that portion of the work that will be performed by Local Agency's forces;
7. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds and easements needed for the project;
8. ensure compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and also insure compliance with the requirements of the Federal Emergency Management Agency (FEMA);
9. ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis. Cost of an archaeological study is not included in this contract. A Supplemental Agreement will be issued if an archaeological study is required;
10. ensure compliance with all regulations in regards to noise abatement and air quality, if necessary; and

11. provide the Local Agency electronic copy of completed plans, specifications and/cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.
12. arrange for hazardous waste inspection and, if deemed necessary, arrange to have the hazardous waste removed by a qualified disposer on a subcontract basis. Cost of hazardous waste mitigation is not included in this contract. A Supplemental Agreement will be issued if mitigation is required.

**B. BIDDING PHASE - The Engineer will:**

1. upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents to the Local Agency;
2. provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids; and
3. assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT;

**C. CONSTRUCTION PHASE - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:**

1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;
3. check shop drawings and review schedules and drawings submitted by the Contractor;
4. reject work not conforming to the project documents;
5. prepare change orders for issuance by the Local Agency as necessary and assure that proper approvals are made prior to work being performed;



6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
7. inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;
8. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
  - a. sidewalk and crosswalk layout;
  - b. excavation and backfilling;
  - c. traffic control layout;
  - d. concrete batching and pouring;
  - e. placement of traffic control devices, including signing and signals
  - g. placement of surfacing materials and pavement marking;
10. participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the Local Agency's records.

## ATTACHMENT B

City of Odessa  
Mason St Downtown District Improvements 3rd St to 1st St

Anderson Engineering, Inc.  
941 W. 141st Terrace, Suite A  
Kansas City, Missouri 64145

### Attachment B Estimate of Cost

#### Preliminary Engineering

Task	Hours	Rate	Base Cost	
Topo Survey	16	\$ 52.00	\$ 832.00	4%
Legal Survey	16	\$ 52.00	\$ 832.00	4%
Legal Descriptions	8	\$ 55.00	\$ 440.00	2%
Base Map	16	\$ 34.00	\$ 544.00	3%
Prelim/R-W Plans	100	\$ 40.00	\$ 4,000.00	19%
Permitting	12	\$ 53.00	\$ 636.00	3%
Utility Coord	20	\$ 53.00	\$ 1,060.00	5%
Final Plans	120	\$ 39.00	\$ 4,680.00	22%
Specifications	30	\$ 32.00	\$ 960.00	5%
Estimate	8	\$ 32.00	\$ 256.00	1%
PS&E Submittal	8	\$ 53.00	\$ 424.00	2%
QA/QC	12	\$ 68.00	\$ 816.00	4%
Project Management	40	\$ 68.00	\$ 2,720.00	13%
Clerical	32	\$ 25.00	\$ 800.00	4%
Client Meetings(6)	30	\$ 68.00	\$ 2,040.00	10%

Base Salary Cost for PE = \$ 21,040.00 100%

61.5% Payroll OH = \$ 12,939.60

105.8% G&A OH = \$ 22,260.32

15% Fixed Fee = \$ 8,435.99

**Total Labor, Overhead and Fixed Fee = \$ 64,675.91**

#### Expenses

# of trips=	20	miles per trip =	100	
Travel	2000 miles	@ \$0.625	\$ 1,250.00	60%
Per Diem	4 days	@ \$ 123	\$ 492.00	24%
Printing, Phone, Misc Expenses			\$ 338.09	16%

**Total Preliminary Engineering = \$ 66,756.00**

## ATTACHMENT B

City of Odessa  
Mason St Downtown District Improvements 3rd St to 1st St

Anderson Engineering, Inc.  
941 W. 141st Terrace, Suite A  
Kansas City, Missouri 64145

### Attachment B Estimate of Cost

#### Construction Engineering

Task	Hours	Rate	Base Cost	
Bidding Questions	16	\$ 65.00	\$ 1,040.00	9%
Bid Opening	10	\$ 65.00	\$ 650.00	6%
Bid Concurrence	4	\$ 25.00	\$ 100.00	1%
Engineering	20	\$ 65.00	\$ 1,300.00	12%
Clerical	8	\$ 25.00	\$ 200.00	2%
Construction Observation	245	\$ 32.00	\$ 7,840.00	70%

Base Salary Cost for PE = \$ 11,130.00 100%

61.5% Payroll OH = \$ 6,844.95

105.8% G&A OH = \$ 11,775.54

15% Fixed Fee = \$ 4,462.57

**Total Labor, Overhead and Fixed Fee = \$ 34,213.06**

#### Expenses

# of trips=	40	miles per trip =	100		
Travel	4000 miles	@	\$0.625	\$ 2,500.00	41%
Concrete Cyls	80 cylinders		\$40.00	\$ 3,200.00	53%
Phone, Misc expenses				\$ 358.94	6%
<b>Total Construction Engineering =</b>				<b>\$ 40,272.00</b>	<b>100%</b>

**Total Project (PE+CE) = \$ 107,028.00**

**Total Project Fixed Fee = \$ 12,898.56**

Total Project Expenses = \$ 4,939.03

## ATTACHMENT C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



## ATTACHMENT E

### DISADVANTAGE BUSINESS ENTERPRISE CONTRACT PROVISIONS

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1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
  - A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
  - B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
  - C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
  - D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE

Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

- A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
- B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
- C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
- D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
- E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
- F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
- G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
- H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment F – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** ANDERSON ENGINEERING, INC. (DBA OWN, INC.)

**Project Owner (LPA):** CITY OF ODESSA

**Project Name:** 2ND STREET - MAIN STREET TO DRYDEN STREET

**Project Number:** TAP-9901(440)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

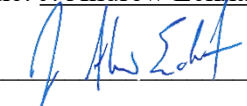
**LPA - City of Odessa**

**Consultant - Anderson Engineering, Inc.**

Printed Name: Shawna Davis

Printed Name: J. Andrew Eckhart, P.E.

Signature: 

Signature: 

Date: July 25th, 2023

Date: July 19, 2023

**SUPPLEMENTAL AGREEMENT NO. 2  
TO  
ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement dated July 25<sup>th</sup>, 2023 between the City of Odessa and Anderson Engineering, Inc. (DBA OWN, Inc.) for the design of project TAP-9901(440) 2<sup>nd</sup> Street- Main Street to Dryden Street. The purpose of this Supplemental Agreement is to include bidding services completed which were not included in the original agreement and additional services required for the revision of plans, specifications, and estimates in preparation for re-bidding the project. These additional services shall be in an amount not to exceed Fifteen Thousand Four Hundred Fifty-Four Dollars and Eighteen Cents (\$15,454.18) without further authorization. The total design phase services shall be in an amount not to exceed One Hundred Thirty-Seven Thousand Seven Hundred Seventy-Two Dollars and Eighteen Cents (\$137,772.18).

Supplement Agreement No. 2 accepted as defined herein:

OWNER: CITY OF ODESSA

ENGINEER: OWN, INC. (FORMERLY ANDERSON  
ENGINEERING, INC.)

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_


TITLE: Public Infrastructure Department Manager

DATE: \_\_\_\_\_

DATE: 07/09/2025

ATTEST:

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Project Coordinator

DATE: \_\_\_\_\_

DATE: 07/09/2025

Executed by the City/County on the \_\_\_\_ day of \_\_\_\_\_, 2025

# **ATTACHMENT A**

## **SCOPE OF WORK**

### **1. PROJECT MANAGEMENT**

#### **1.1. Meetings/Agency Coordination**

- Conduct meetings with the client to discuss project progress toward Re-Bid.
  - a. Meeting before PS&E submittal.
  - b. Meeting after PS&E approval for Bid Letting.
  - c. Estimated one (1) hour each.
- **Note:** Any meetings not specifically listed above are not included in this fee estimate and will be billed on a time and expense basis.

### **2. REDESIGN/FINAL DESIGN**

#### **2.1. Plan Revisions**

- Incorporate revised electrical plans provided by InSite.
- Revised quantity breakdowns.
- Revised phasing plan for Traffic Control.
- Revised phasing plan for Demolition.

#### **2.2. Contract Document/Spec Book**

- Update the Contract and Specification Book.
- Adjust project schedule as necessary.
- Incorporate updates to MoDOT boilerplate documents (if outdated).

#### **2.3. Permitting Review**

- Confirm RER remains current.

#### **2.4. Update Engineering Estimates**

- Update engineering estimates to reflect:
  - a. InSite revised electrical quantities.
  - b. Revised Unit Prices

#### **2.5. City QA/QC (Review/Comments/Design Changes)**

- Allocate time to review and address City comments and design change requests as needed.

#### **2.6. Plans, Specs and Estimates (PS&E) Submittal**

- Finalize and package PS&E submittal.
- Engineer of Record to review, sign and seal Plans, Specifications and Estimates.
- Submit final PS&E package to MoDOT.

#### **2.7. Schedule Bid Letting Date**

- Coordinate to establish the Bid Letting date.

### **3. BIDDING**

#### **3.1. Advertising Bid Letting**

- Post public notice of Bid Opening and Pre-Bid Meeting for a minimum of twenty-one (21) days via:
  - a. The Odessan Newspaper for two (2) weeks, per City Ordinance.
  - b. MODOT Projects to be Let by Others Website.
  - c. Drexel Technologies Plan Room

- 3.2. Pre-Bid Meeting for Bidders**
  - Conduct Pre-Bid Meeting (in-person and virtual option available).
  - Address contractor questions and perform a site walkthrough.
- 3.3. Bidding Questions**
  - Respond to contractor questions received during the bidding window (up to one (1) week before bid letting).
- 3.4. Bid Opening**
  - Prepare bid opening documents.
  - Attend and facilitate bid opening.
  - Read responsive bids aloud.
- 3.5. Bid Concurrence**
  - Prepare bid tabulation for all on-time submitted bids.
  - Review tab for accuracy and identify the lowest responsible bidder.
  - Submit to MoDOT for Bid Concurrence.
  - Upon MoDOT Concurrence:
    - Submit Notice of Award to the client and to the lowest responsible bidder.
    - Request information from the lowest responsible bidder.
      - a. Bond, W-9, Certificate of Insurance (COI), Send 5060 Tax Exempt, subs and suppliers list schedule.
    - Provide contract/spec book to contractor for bond procurement.
    - Compile documents into final contract/spec book and submit to MoDOT for Notice to Proceed.
- 3.6. Pre-Construction Meeting**
  - Prepare necessary documents for the Pre-Construction Meeting.
  - Attend Pre-Con Meeting with City and contractor.
  - Facilitate contract signing and officially kick off construction.
  - Services under this contract will end at the conclusion of the pre-construction meeting
- 4. ITEMS NOT INCLUDED ABOVE**
  - 4.1.** If construction observation services are not contracted through OWN, any follow-up activities following the Pre-Construction Meeting will be billed at standard time and expense rates.
  - 4.2.** Should Client request work not specifically described and included in this Agreement, such as additional services, OWN shall provide the Client with a written scope and fee for these services. OWN shall not commence work on additional services without Client's prior approval in writing or as otherwise authorized.



City of Odessa

Date July 9, 2025

**ODESSA TAP 9901(440) - 2ND STREET DOWNTOWN IMPROVEMENTS**  
**PRELIMINARY ENGINEERING-Re-bidding Services**

OWN, Inc.  
Phase

	Principal	Engineer of Record	Proj Manager	Proj Coord	Civil Tech	Subtotal	Subtotal
	\$95.00	\$72.00	\$55.00	\$29.00	\$35.00		
<b>1. Project Management</b>							
<b>1.1 Meetings/ Agency Coordination</b>	2.00	2.00	2.00	2.00		\$ 502.00	
Project History/ Construction Questions (Hourly T&M) (Construction)						\$ -	
<b>TOTAL FOR PHASE</b>							<b>\$ 502.00</b>
<b>2. Redesign/Final Design</b>							
<b>2.1 Plan Revisions</b>							
Title Sheet and Typical Sections					3.00	\$ 105.00	
Quantity Sheets					4.00	\$ 140.00	
Demolition Plan Sheets					2.00	\$ 70.00	
General Plan Sheets						\$ -	
Right of Way Plan Sheets						\$ -	
Special Sheets						\$ -	
Pavement Markings & Signage Plans						\$ -	
Traffic Control Sheets					2.00	\$ 70.00	
Erosion Control Sheets						\$ -	
Utility Plan Integrations (InSite)			1.00		2.00	\$ 125.00	
PM Review of Plan Sheets			4.00			\$ 220.00	
<b>2.2 Contract Document/Spec Book</b>							
Update all documents with new bid dates				2.00		\$ 58.00	
Contract Provisions				2.00		\$ 58.00	
Bid Schedule				1.00		\$ 29.00	
JSPs			1.00	2.00	2.00	\$ 183.00	
PM Review of Contract/Spec Book			1.00			\$ 55.00	
<b>2.3 Permitting Review</b>							
Update Engineering Estimates				2.00		\$ 215.00	
<b>2.5 City QA/QC (Review / Comments / Design Changes)</b>				3.00	10.00	\$ 515.00	
<b>2.6 Plans, Specs and Estimates (PS&amp;E) Submittal</b>		3.00	3.00		3.00	\$ 486.00	
<b>2.7 Schedule Bid Letting Date</b>			2.00			\$ 110.00	
<b>TOTAL FOR PHASE</b>							<b>\$ 2,439.00</b>
<b>3. Bidding</b>							
<b>3.1 Advertising Bid Letting</b>			1.00	1.00	1.00	\$ 119.00	
<b>3.2 Pre-Bid Meeting for bidders</b>							
Pre-Bid Meeting		1.00	1.00	1.00		\$ 156.00	
<b>3.3 Bidding questions</b>							
Answer questions from contractors about project.			6.00		6.00	\$ 540.00	
Publishing amendment with questions and answers from meeting			1.00		1.00	\$ 90.00	
<b>3.4 Bid Opening</b>							
Prepare Documents for Bid Opening				2.00		\$ 58.00	
Attend and facilitate bid opening. Read responsive bids aloud.		1.50	1.50	1.50		\$ 234.00	
<b>3.5 Bid Concurrence</b>							
Prepare bid tabulation for all on-time submitted bids.			1.00	3.00		\$ 142.00	
Submit for Bid Concurrence to MoDOT		1.00	3.00			\$ 237.00	
Receive MoDOT Bid Concurrence			3.00			\$ 165.00	
Submit Notice of Award to Contractor				2.00		\$ 58.00	
Request information from Lowest Bidder: Bonds W-9 Certificate of Insurance (COI) Send 5060 Tax Exempt (needs signed by City) Subs & suppliers list Schedule			3.00			\$ 165.00	
Provide contract/spec book to contractor for bond procurement.				2.00		\$ 58.00	
Compile documents into final contract/spec book and submit to MoDOT for Notice to Proceed.				2.00		\$ 58.00	
<b>3.6 Pre-Con Meeting</b>							
Prepare Documents for Meeting				1.00		\$ 29.00	
Pre-Con Meeting		1.50	1.50			\$ 190.50	
<b>TOTAL FOR PHASE</b>							<b>\$ 2,299.50</b>
<b>TOTAL MANHOURS:</b>	<b>2.00</b>	<b>10.00</b>	<b>42.00</b>	<b>24.50</b>	<b>39.00</b>	<b>\$ 5,240.50</b>	<b>\$ 5,240.50</b>
	\$ 190.00	\$ 720.00	\$ 2,310.00	\$ 710.50	\$ 1,365.00	Overhead Rate (2021) 145.0%	7,598.73
	3.6%	13.7%	44.1%	13.6%	26.0%	Fixed Fee 15%	1,925.88
<b>TOTAL FOR LABOR</b>							<b>\$ 14,765.11</b>

<b>EXPENSES</b>			
Mileage	\$	0.70 /mile	
Bid Opening	50 Miles (Roundtrip)	\$ 0.70 /mile	\$ 35.00
Pre-Con Meeting	50 Miles (Roundtrip)	\$ 0.70 /mile	\$ 35.00
(The Odessan) Newspaper Publishing	\$198 per week/per phase (Estimated*)		2 \$ 396.00
Drexel Publishing	\$223.07 per phase (Estimated*)		1 \$ 223.07
<b>Total Expenses</b>			<b>\$ 689.07</b>

Labor	\$14,765.11
Expenses	\$689.07
<b>Total Project</b>	<b>\$15,454.18</b>

**SUPPLEMENTAL AGREEMENT NO. 2  
TO  
ENGINEERING SERVICES CONTRACT**


This Supplemental Agreement is made part of an agreement dated July 25<sup>th</sup>, 2023 between the City of Odessa and Anderson Engineering, Inc. (DBA OWN, Inc.) for design and construction inspection of project TAP-9901(443) Mason St Downtown District Improvements 3rd St to 1st St. The purpose of this Supplemental Agreement is to incorporate additional services necessary for revising the plans, specifications, and estimates in preparation for re-bidding the project, and to remove construction observation and associated costs from the construction engineering contract. These additional preliminary engineering services shall be provided for an amount not to exceed Sixteen Thousand Seven Hundred Ninety-Eight Dollars and Ten Cents (\$16,798.10). The removal of construction observation services shall result in a deduction not to exceed Twenty-Nine Thousand Six Hundred Seventy-Four Dollars and Seventy-Seven Cents (-\$29,674.77), without further authorization. The total contract shall be in an amount not to exceed One Hundred Four Thousand Six Hundred Twenty-Three Dollars and Thirty-Three Cents (\$104,623.33).

Supplement Agreement No. 2 accepted as defined herein:

OWNER: CITY OF ODESSA

ENGINEER: OWN, INC. (FORMERLY ANDERSON  
ENGINEERING, INC.)

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_


TITLE: Public Infrastructure Department Manager

DATE: \_\_\_\_\_

DATE: 07/09/2025

ATTEST:

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: Project Coordinator

DATE: \_\_\_\_\_

DATE: 07/09/2025

Executed by the City/County on the \_\_\_\_ day of \_\_\_\_, 2025

# **ATTACHMENT A**

## **SCOPE OF WORK**

### **1. PROJECT MANAGEMENT**

#### **1.1. Meetings/Agency Coordination**

- Conduct meetings with the client to discuss project progress toward Re-Bid.
  - a. Meeting before PS&E submittal.
  - b. Meeting after PS&E approval for Bid Letting.
  - c. Estimated one (1) hour each.
- **Note:** Any meetings not specifically listed above are not included in this fee estimate and will be billed on a time and expense basis.

### **2. REDESIGN/FINAL DESIGN**

#### **2.1. Plan Revisions**

- Incorporate revised electrical plans provided by InSite.
- Revised quantity breakdowns.
- Revised phasing plan for Traffic Control.
- Revised phasing plan for Demolition.

#### **2.2. Contract Document/Spec Book**

- Update the Contract and Specification Book.
- Adjust project schedule as necessary.
- Incorporate updates to MoDOT boilerplate documents (if outdated).

#### **2.3. Permitting Review**

- Confirm RER remains current.

#### **2.4. Update Engineering Estimates**

- Update engineering estimates to reflect:
  - a. InSite revised electrical quantities.
  - b. Revised Unit Prices

#### **2.5. City QA/QC (Review/Comments/Design Changes)**

- Allocate time to review and address City comments and design change requests as needed.

#### **2.6. Plans, Specs and Estimates (PS&E) Submittal**

- Finalize and package PS&E submittal.
- Engineer of Record to review, sign and seal Plans, Specifications and Estimates.
- Submit final PS&E package to MoDOT.

#### **2.7. Schedule Bid Letting Date**

- Coordinate to establish the Bid Letting date.

### **3. BIDDING**

#### **3.1. Advertising Bid Letting**

- Post public notice of Bid Opening and Pre-Bid Meeting for a minimum of twenty-one (21) days via:
  - a. The Odessan Newspaper for two (2) weeks, per City Ordinance.
  - b. MODOT Projects to be Let by Others Website.
  - c. Drexel Technologies Plan Room

- 3.2. **Pre-Bid Meeting for Bidders**
  - Conduct Pre-Bid Meeting (in-person and virtual option available).
  - Address contractor questions and perform a site walkthrough.
- 3.3. **Bidding Questions**
  - Respond to contractor questions received during the bidding window (up to one (1) week before bid letting).
- 3.4. **Bid Opening**
  - Prepare bid opening documents.
  - Attend and facilitate bid opening.
  - Read responsive bids aloud.
- 3.5. **Bid Concurrence**
  - Prepare bid tabulation for all on-time submitted bids.
  - Review tab for accuracy and identify the lowest responsible bidder.
  - Submit to MoDOT for Bid Concurrence.
  - Upon MoDOT Concurrence:
    - Submit Notice of Award to the client and to the lowest responsible bidder.
    - Request information from the lowest responsible bidder.
      - a. Bond, W-9, Certificate of Insurance (COI), Send 5060 Tax Exempt, subs and suppliers list schedule.
    - Provide contract/spec book to contractor for bond procurement.
    - Compile documents into final contract/spec book and submit to MoDOT for Notice to Proceed.
- 3.6. **Pre-Construction Meeting**
  - Prepare necessary documents for the Pre-Construction Meeting.
  - Attend Pre-Con Meeting with City and contractor.
  - Facilitate contract signing and officially kick off construction.
  - Services under this contract will end at the conclusion of the pre-construction meeting.
- 4. **DELETE CONSTRUCTION OBSERVATION SERVICES**
  - 4.1. Removal of construction observation services and associated expenses from the contract, as construction observation services are required to be procured through a separate RFQ process.
- 5. **ITEMS NOT INCLUDED ABOVE**
  - 5.1. If construction observation services are not contracted through OWN, any follow-up activities following the Pre-Construction Meeting will be billed at standard time and expense rates.
  - 5.2. Should Client request work not specifically described and included in this Agreement, such as additional services, OWN shall provide the Client with a written scope and fee for these services. OWN shall not commence work on additional services without Client's prior approval in writing or as otherwise authorized.

## ODESSA TAP 9901(443) - MASON STREET DOWNTOWN IMPROVEMENTS

OWN, Inc.

## PRELIMINARY ENGINEERING

Phase

	Principal	Engineer of Record	Proj Manager	Proj Coord	Civil Tech	Subtotal	Subtotal
	\$95.00	\$72.00	\$55.00	\$29.00	\$35.00		
<b>1. Project Management</b>							
1.1 Meetings/ Agency Coordination	2.00	2.00	2.00	2.00		\$ 502.00	
Project History/ Construction Questions (Hourly T&M) (Construction)						\$ -	
						<b>TOTAL FOR PHASE</b>	<b>\$ 502.00</b>
<b>2. Redesign/Final Design</b>							
2.1 Plan Revisions							
Title Sheet and Typical Sections					3.00	\$ 105.00	
Quantity Sheets					4.00	\$ 140.00	
Demolition Plan Sheets					2.00	\$ 70.00	
General Plan Sheets						\$ -	
Right of Way Plan Sheets						\$ -	
Special Sheets						\$ -	
Pavement Markings & Signage Plans						\$ -	
Traffic Control Sheets					2.00	\$ 70.00	
Erosion Control Sheets						\$ -	
Utility Plan Integrations (InSite)			1.00		2.00	\$ 125.00	
PM Review of Plan Sheets			4.00			\$ 220.00	
2.2 Contract Document/Spec Book							
Update all documents with new bid dates				2.00		\$ 58.00	
Contract Provisions				2.00		\$ 58.00	
Bid Schedule				1.00		\$ 29.00	
JSPs			1.00	2.00	2.00	\$ 183.00	
PM Review of Contract/Spec Book			1.00				
2.3 Permitting Review						\$ 55.00	
2.4 Update Engineering Estimates					3.00	\$ 215.00	
2.5 City QA/QC (Review / Comments / Design Changes)					10.00	\$ 515.00	
2.6 Plans, Specs and Estimates (PS&E) Submittal		3.00	3.00		3.00	\$ 486.00	
2.7 Schedule Bid Letting Date			2.00			\$ 110.00	
						<b>TOTAL FOR PHASE</b>	<b>\$ 2,439.00</b>
<b>3. Bidding</b>							
3.1 Advertising Bid Letting			1.00	1.00	1.00	\$ 119.00	
3.2 Pre-Bid Meeting for bidders							
Pre-Bid Meeting		1.00	1.00	1.00		\$ 156.00	
3.3 Bidding questions							
Answer questions from contractors about project.			6.00		6.00	\$ 540.00	
Publishing amendment with questions and answers from meeting			1.00		1.00	\$ 90.00	
3.4 Bid Opening							
Prepare Documents for Bid Opening				2.00		\$ 58.00	
Attend and facilitate bid opening. Read responsive bids aloud.		1.50	1.50	1.50		\$ 234.00	
3.5 Bid Concurrence							
Prepare bid tabulation for all on-time submitted bids.			1.00	3.00		\$ 142.00	
Submit for Bid Concurrence to MoDOT		1.00	3.00			\$ 237.00	
Receive MoDOT Bid Concurrence			3.00			\$ 165.00	
Submit Notice of Award to Contractor				2.00		\$ 58.00	
Request information from Lowest Bidder: Bonds W-9 Certificate of Insurance (COI) Send 5060 Tax Exempt (needs signed by City) Subs & suppliers list Schedule			3.00			\$ 165.00	
Provide contract/spec book to contractor for bond procurement.				2.00		\$ 58.00	
Compile documents into final contract/spec book and submit to MoDOT for Notice to Proceed.				2.00		\$ 58.00	
3.6 Pre-Con Meeting							
Prepare Documents for Meeting				1.00		\$ 29.00	
Pre-Con Meeting		1.50	1.50			\$ 190.50	
						<b>TOTAL FOR PHASE</b>	<b>\$ 2,299.50</b>
<b>TOTAL MANHOURS:</b>	<b>2.00</b>	<b>10.00</b>	<b>42.00</b>	<b>24.50</b>	<b>39.00</b>	<b>\$ 5,240.50</b>	<b>\$ 5,240.50</b>
	\$ 190.00	\$ 720.00	\$ 2,310.00	\$ 710.50	\$ 1,365.00	Overhead Rate (2023) 167.30%	\$ 8,767.36
	3.6%	13.7%	44.1%	13.6%	26.0%	Fixed Fee 15%	\$ 2,101.18
						<b>TOTAL FOR LABOR</b>	<b>\$ 16,109.03</b>

EXPENSES			
Mileage	\$	0.70 /mile	
Bid Opening	50 Miles (Roundtrip)	\$ 0.70 /mile	\$ 35.00
Pre-Con Meeting	50 Miles (Roundtrip)	\$ 0.70 /mile	\$ 35.00
(The Odessa) Newspaper Publishing	\$198 per week/per phase (Estimated*)		2 \$ 396.00
Drexel Publishing	\$223.07 per phase (Estimated*)		1 \$ 223.07
Total Expenses			\$ 689.07

Labor	\$ 16,109.03
Expenses	\$ 689.07
<b>Total Project</b>	<b>\$ 16,798.10</b>

440 - 2nd Street Project		443 - Mason Street Project	
Original Contract	99,318.00	Original Contract	66,756.00
		Construction Engineering (CE)*	<del>40,272.00</del>
Electric Engineering	23,500.00	APE Study (Modot Required)	10,472.00
Proposed Supplemental	<del>131,127.37</del>	Proposed Supplemental	<del>80,223.27</del>
Includes CE		Includes CE	
		Proposed Supplemental	<del>55,419.48</del>
Final Supplemental for 2nd Bid	15,454.18	Final Supplemental for 2nd Bid	16,798.10
		Cost for 1st Bid (Reduced from \$40,272 above)*	10,597.23
Project Total	138,272.18	Project Total	104,623.33
Total not to exceed to Own, Inc			<b>242,895.51</b>



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**RESOLUTION NO. 2025-20**

**A RESOLUTION APPROVING SUPPLEMENTAL CONTRACTS WITH OWN, LLC FOR  
REBIDDING SERVICES RELATED TO THE DOWNTOWN INFRASTRUCTURE PROJECT  
FOR SECOND AND MASON STREET**

**WHEREAS**, the City of Odessa, Missouri, has been undertaking the Downtown Infrastructure Project, originally separated into two phases: 2nd Street and Mason Street; and

**WHEREAS**, the City entered into original engineering contracts with Anderson Engineering (now OWN, LLC) in early 2021 totaling \$206,346, which included \$40,272 for construction engineering services; and

**WHEREAS**, following the rejection of initial bids in February 2025 due to high costs and lack of qualified bidders, OWN, LLC proposed three supplemental contracts totaling over \$266,000; and

**WHEREAS**, City staff, legal counsel, and Navigate Building Solutions negotiated reductions to these proposed costs and reassessed the project scope in consultation with the Missouri Department of Transportation (MoDOT); and

**WHEREAS**, the revised supplemental contracts with OWN, LLC now total \$42,853.51 and are limited strictly to rebidding services for 2nd Street and Mason Street phases, along with \$10,597.23 for construction engineering services already rendered under the original contract; and

**WHEREAS**, the final not-to-exceed total amount with OWN, LLC is now set at \$242,895.51.

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

**SECTION 1.** The Board of Aldermen hereby approves the supplemental contracts with OWN, LLC for rebidding services related to the Downtown Infrastructure Project in an amount not to exceed \$242,895.51.

**SECTION 2.** The Mayor is hereby authorized to execute said supplemental contracts and any related documents on behalf of the City of Odessa.

**SECTION 3.** This Resolution shall be in full force and effect from and after its passage and approval.

**SECTION 4.** The City Clerk is hereby authorized to correct any scriveners' errors made in amending the Resolution.



**APPROVED AND PASSED** by the Board of Aldermen and approved by the Mayor of the City of Odessa, Missouri, this 14<sup>TH</sup> day of July, 2025.

(SEAL)

ATTEST:

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Bryan D. Barner, Mayor

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Karen Findora, City Clerk



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## BOARD OF ALDERMEN ACTION REPORT

**ISSUE:** Approval to submit a grant application to the Missouri Department of Natural Resources for the Clean Water Engineering Report Grant to evaluate wastewater facility consolidation.

**ACTION REQUESTED:** Motion/Second to approve Resolution No 2025-21, authorizing the Mayor to authorize the filing of an application for the Missouri Department of Natural Resources Clean Water Engineering Report Grant on behalf of the City of Odessa, and to execute all related documents.

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**BACKGROUND:**

The City of Odessa owns and operates two wastewater treatment facilities: the Southeast Wastewater Treatment Facility (MO-0026387) and the Northwest Wastewater Treatment Facility (MO-0026379). The Southeast facility has aged significantly, and its continued operation poses long-term financial and regulatory challenges.

This grant application is for an engineering report to evaluate the feasibility of decommissioning the Southeast facility and redirecting its flow to the Northwest facility. The report will cover collection system evaluation, the design of a new pump station, and construction of a force main to facilitate the consolidation.

Consolidation would enable the City to:

- Reduce long-term maintenance and operating costs
- Improve environmental compliance and permit performance
- Increase operational efficiency and reliability

The Missouri Department of Natural Resources (MDNR) Clean Water Engineering Report Grant program provides financial assistance for such planning efforts. While Odessa does not meet the disadvantaged community criteria for a 100% grant, the City qualifies for the standard 80% grant match.

- 
- Total Estimated Project Cost: \$50,000
  - Local Match (20%): \$12,500 (to be funded from Sewer Fund reserves)
  - Grant Amount Requested: \$50,000 (subject to MDNR funding cap)

This grant provides an opportunity to begin long-term planning at minimal cost to the City and is a key step toward addressing future infrastructure needs.

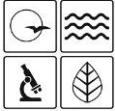
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**ATTACHMENTS:** Resolution No. 2025-21; Grant Application

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**PREPARED BY:** \_\_\_\_\_  
Shawna Davis, City Administrator

**DATED:** July 14, 2025



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
FINANCIAL ASSISTANCE CENTER  
**CLEAN WATER ENGINEERING REPORT GRANT APPLICATION**

### 1. APPLICANT/CONTINUING AUTHORITY

☐ Incorporated Municipality    ☐ Public Water or Sewer District    ☐ Other: \_\_\_\_\_

NAME OF APPLICANT/CONTINUING AUTHORITY

TELEPHONE NUMBER WITH AREA CODE	FAX NUMBER WITH AREA CODE	SAM.GOV UNIQUE ENTITY IDENTIFIER (ATTACH PRINTOUT FROM WEBSITE)	
MAILING ADDRESS		EMAIL ADDRESS	
CITY	STATE	ZIP CODE + FOUR	COUNTY

### 2. AUTHORIZED REPRESENTATIVE/APPLICATION CONTACT

AUTHORIZED REPRESENTATIVE NAME	TITLE
EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE
NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION (IF DIFFERENT FROM AUTHORIZED REPRESENTATIVE)	TITLE
EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE

OPTIONAL QUESTIONS REGARDING MILITARY SERVICE (§42.390 RSMo. 2021)

- a) Have you or an immediate family member ever served in the U.S. Armed Forces? ☐ Yes ☐ No  
b) If yes, would you like information about military-related services in Missouri? ☐ Yes ☐ No

### 3. GENERAL INFORMATION

POPULATION WITHIN SERVICE AREA (MOST CURRENT FOR EACH)		NUMBER OF CONNECTIONS WITHIN SERVICE AREA
a) Decennial Census:	Population: _____ Date of data: _____	
b) American Community Survey:	Population: _____ Date of data: _____	
DOES THE CONTINUING AUTHORITY OWN ITS WASTEWATER TREATMENT FACILITY AND/OR COLLECTION SYSTEM? <input type="checkbox"/> Yes, both. <input type="checkbox"/> Yes, only wastewater treatment facility. <input type="checkbox"/> Yes, only collection system. If so, please name the treatment facility receiving the wastewater and its permit number: _____ <input type="checkbox"/> No. Please explain: _____		
U.S. CONGRESSIONAL DISTRICT NUMBER(S)	STATE SENATE DISTRICT NUMBER(S)	STATE REPRESENTATIVE DISTRICT NUMBER(S)

WILL THE APPLICANT APPLY FOR CLEAN WATER STATE REVOLVING LOAN FUNDING FOR CONSTRUCTION RELATED TO PROPOSED FACILITY PLAN/ENGINEERING REPORT?

☐ Yes ☐ No

### 4. MINIMUM ELIGIBILITY CRITERIA

- a) Does the system serve a population less than or equal to 10,000 within its service area or jurisdiction (not per facility)?  
☐ Yes ☐ No
- b) Does the continuing authority (CA) have any outstanding permit fees?  
☐ Yes ☐ No (Note: The CA must pay all outstanding fees prior to application.)
- c) What year was the last engineering report or facility plan completed for this wastewater system and what major components did it cover?  
\_\_\_\_\_
- d) Does the CA agree to make a good faith effort to pursue recommendations contained in the approved engineering report or facility plan, once completed? ☐ Yes ☐ No
- e) Has the applicant or their consultant initiated or completed an engineering report or facility plan for the proposed project?  
☐ Yes ☐ No  
(Note: The department shall only provide funding as reimbursement of expenses for services provided *during the grant's budget period*. Recipients should wait for notice to proceed from the department.)

**5. PROJECT TYPE (CHECK ALL THAT APPLY – MUST CHECK AT LEAST ONE)**

- ☐ Addition of treatment or rehabilitation/process improvement at wastewater treatment plant to meet a new permit requirement
- ☐ Collection system rehabilitation primarily to address inflow/infiltration
- ☐ Improvements to eliminate wet weather discharges from a peak flow clarifier and/or basins
- ☐ Capacity and hydraulic improvements at the wastewater treatment plant to address a reasonably anticipated increase in users or connections (rather than for excessive inflow and infiltration or speculative growth)
- ☐ Improvements to wastewater treatment and/or collection systems that have reached or exceeded their useful life expectancy

**6. ARCHITECTURAL AND ENGINEERING CONSULTANT**

HAS THE APPLICANT PROCURED ENGINEERING SERVICES?

- ☐ Yes (attach procurement documentation and complete section) ☐ No (skip to Section 7)

CONSULTING FIRM'S NAME		PROJECT CONSULTANT'S NAME	
MAILING ADDRESS		EMAIL ADDRESS	
CITY	STATE	ZIP CODE + FOUR	
TELEPHONE NUMBER WITH AREA CODE	FAX NUMBER WITH AREA CODE	SAM.GOV UNIQUE ENTITY IDENTIFIER (ATTACH PRINTOUT FROM WEBSITE)	

**7. DISADVANTAGED COMMUNITY ASSESSMENT**

Disadvantaged communities are eligible for up to 100% grant funding and must meet all of the following requirements:

- a) Does the system serve a population at or below 3,300 based on the most recent decennial census?  
☐ Yes ☐ No
- b) Is the community median household income at or below 75% of the state average median household income as determined by the most recent decennial census or by an income survey overseen by a state or federal agency?  
☐ Yes ☐ No
- c) What is the average monthly household sewer rate for five thousand (5,000) gallons? \_\_\_\_\_
- d) Are user rates at or above 2% of the median household income, determined by the decennial census or income survey?  
☐ Yes ☐ No

**8. PROJECT DESCRIPTION**

DESCRIBE THE MAJOR COMPONENTS OF THE PROJECT. WHAT WILL THE ENGINEERING REPORT OR FACILITY PLAN COVER? WHY DOES THE APPLICANT NEED AN ENGINEERING REPORT OR FACILITY PLAN? (ATTACH A SEPARATE SHEET, IF NECESSARY)

**9. ESTIMATED ENGINEERING REPORT OR FACILITY PLAN COST**

TOTAL COST:	LOCAL MATCH:	GRANT AMOUNT REQUESTED:
\$	\$	\$

**10. PERMIT INFORMATION**

LIST MISSOURI STATE OPERATING PERMIT NUMBER(S) OF WATER OR WASTEWATER FACILITIES AFFECTED BY THIS PROJECT:

Does the proposed project serve more than one community? ☐ Yes ☐ No

If yes, identify all communities:

**11. RESOLUTION OF GOVERNING BODY OF APPLICANT**

- ☐ Attach a completed Resolution of Governing Body of Applicant form.

**12. CERTIFICATION**

The authorized representative certifies that the information submitted in this application is true and correct to the best of their knowledge and that they are authorized to sign and submit this application. The applicant agrees, if a grant is awarded on the basis of this application, to comply with all applicable terms, conditions, and procedures of the Department of Natural Resources; the applicable rules and regulations of the Missouri Clean Water Commission; and the terms and conditions of the grant agreement.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**13. PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)**

SIGNATURE OF PREPARER

DATE

NAME AND TITLE (PLEASE PRINT OR TYPE)

TELEPHONE NUMBER WITH AREA CODE

MAIL OR EMAIL (PREFERRED) COMPLETED APPLICATION TO:

Missouri Department of Natural Resources  
Financial Assistance Center  
P.O. Box 176  
Jefferson City, MO 65102-0176  
800-361-4827 or 573-751-1192  
[fac@dnr.mo.gov](mailto:fac@dnr.mo.gov)

## CLEAN WATER ENGINEERING REPORT GRANT APPLICATION INSTRUCTIONS

**Application Deadline:** The department accepts applications at any time. Applicants should submit the materials requested to the Financial Assistance Center at [fac@dnr.mo.gov](mailto:fac@dnr.mo.gov).

1. **APPLICANT/CONTINUING AUTHORITY:** The applicant is the entity that will receive the grant funds, if awarded. A continuing authority is a company, business, entity, or person(s) that will be operating the facility and/or ensuring compliance with the permit requirements. A continuing authority is not, however, an entity or individual that is contractually hired by the permittee to sample or operate and maintain the system for a defined period, such as a certified operator or analytical laboratory. One can find the regulatory requirement regarding continuing authority at 10 CSR 20-6.010(2). Please visit <https://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-6.pdf>. A continuing authority's name must be listed exactly as it appears on the Missouri Secretary of State's (SoS's) webpage: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>, unless the continuing authority is an individual(s), government, or otherwise not required to register with the SoS.

Print or type the applicant's contact information. Include a street address, if available, in addition to the mailing address.

Prior to receiving funding assistance, the entity must have a SAM.gov Unique Entity Identifier (UEI) and the UEI must be included on the application. Applicants may obtain a UEI at no cost from the System for Award Management (SAM) website: <https://www.sam.gov/SAM/>. Should you need assistance with this process, call the toll-free help desk at 1-866-606-8220 or learn more at [https://www.fsd.gov/gsafsd\\_sp](https://www.fsd.gov/gsafsd_sp). Applicants who have a prior enrollment with SAM.gov should only have to log into their account to obtain their UEI. Applicants must attach a screenshot/printout of the SAM.gov website showing the applicant's UEI to this CWERG application.

2. **AUTHORIZED REPRESENTATIVE/APPLICATION CONTACT:** Print or type the authorized representative's contact information. If applicable, also note the name of the person to contact about this application if different from the authorized representative. The application contact should be knowledgeable about the application and available during business hours. If you would like information about military-related services in Missouri, please check the box.
3. **GENERAL INFORMATION:** Include the population of the entire service area from the most recent decennial census as well as the American Community Survey. The applicant or their consultant can find U.S. Census Bureau data online at <https://data.census.gov/cedsci/>. Note the number of connections within the service area. Identify whether the continuing authority owns its collection and/or wastewater treatment system. Add the U. S. Congressional as well as state Senate and House of Representative district numbers. Indicate whether the applicant has procured a consulting engineer and, if the applicant has, include procurement documentation with the application and contact information about the consulting engineer.
4. **MINIMUM ELIGIBILITY CRITERIA:** The department will use the information included in this section as well as project type to determine the applicant's grant eligibility for the proposed project.
5. **PROJECT TYPE:** Check all project objectives that apply. At least one must checked.
6. **ARCHITECTURAL AND ENGINEERING CONSULTANT:** Print or type the consulting engineer's contact information.

7. **DISADVANTAGED COMMUNITY ASSESSMENT:** The department will use the information included in this section to determine if the applicant meets the Clean Water State Revolving Fund's disadvantaged community criteria as defined by 10 CSR 20-4.040(4)(A). Please provide the most accurate information available. Provide the average monthly household sewer rate for five thousand (5,000) gallons.
8. **PROJECT DESCRIPTION:** Provide a brief project description and explanation of why it is necessary.
9. **ESTIMATED ENGINEERING REPORT OR FACILITY PLAN COST:** Supply the cost estimate for the engineering report or facility plan (if known), local match the applicant will provide, and the grant amount requested. The match requirement is 20% of the total project cost. The grant amount must not exceed \$50,000. Disadvantaged communities do not have a local match requirement. The maximum grant amount is \$62,500.
10. **PERMIT INFORMATION:** List the Missouri State Operating Permit Number(s) for each of the facilities affected by this project.
11. **RESOLUTION OF GOVERNING BODY OF APPLICANT:** Complete the Resolution of Governing Body of Applicant (see below) and attach it to the application.
12. **CERTIFICATION:** The applicant's authorized representative must sign the application and attach any information that will enable the department to evaluate the wastewater needs. Make a copy of the completed application for your records.
13. **PREPARER'S NAME AND SIGNATURE:** Include the information requested for the individual who prepared this application, if different from the authorized representative or applicant.

#### **Application Submittal**

Submit the completed application and any attachments via email to [fac@dnr.mo.gov](mailto:fac@dnr.mo.gov) (preferred) or mail to Missouri Department of Natural Resources, Financial Assistance Center, P.O. Box 176, Jefferson City, MO 65102-0176.

#### **Grant timeframe**

The department shall only provide funding under this program as reimbursement of expenses for services provided *during the project's budget period*. Recipients should wait for notice to proceed from the Financial Assistance Center to initiate work under this grant in order to ensure all costs incurred are reimbursable.

#### **For More Information**

Missouri Department of Natural Resources

Financial Assistance Center

P.O. Box 176

Jefferson City, MO 65102-0176

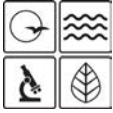
800-361-4827 or 573-751-1192

[fac@dnr.mo.gov](mailto:fac@dnr.mo.gov)

FAX: 573-751-9396

<https://dnr.mo.gov/water/business-industry-other-entities/financial-opportunities/financial-assistance-center>





MISSOURI DEPARTMENT OF NATURAL RESOURCES  
FINANCIAL ASSISTANCE CENTER

**RESOLUTION OF GOVERNING BODY OF APPLICANT**  
**RESOLUTION NO. \_\_\_\_\_**

(Suggested Form for Grant/Loan Applicant Use)

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Clean State Revolving Fund Program for an engineering services grant under the Missouri Clean Water Law (Chapter 644, RSMo.).

WHEREAS pursuant to the terms of the Missouri Clean Water Law, Chapter 644, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the engineering of specific public projects.

NOW, THEREFORE, be it resolved by \_\_\_\_\_  
(Governing body of applicant)

1. That \_\_\_\_\_ be and he/she is hereby authorized to execute and  
(Authorized representative)  
file an application on behalf of \_\_\_\_\_  
(Legal name of applicant)  
with the State of Missouri for a loan and/or grant to aid in the engineering of:

\_\_\_\_\_  
(Brief project description)

2. That \_\_\_\_\_,  
(Authorized representative) (Title)

is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by statute or regulation, and to receive payment on behalf of the applicant.

**CERTIFICATE OF RECORDING OFFICER**

The undersigned, duly qualified and acting \_\_\_\_\_ of the  
(Title of officer)

\_\_\_\_\_, does hereby certify: That the attached resolution is a  
(Legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the

\_\_\_\_\_ held on the \_\_\_\_\_ day of \_\_\_\_\_;  
(Name of the governing body of applicant)

and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN

WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Signature of recording officer)

\_\_\_\_\_  
(Title of recording officer)

SEAL (If applicant has an  
official seal, impress here.)



# ODESSA, CITY OF

Unique Entity ID <b>ZXJL8DLMQU8</b>	CAGE / NCAGE <b>6V8R3</b>	Purpose of Registration <b>Federal Assistance Awards Only</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Feb 27, 2026</b>	
Physical Address <b>228 S 2ND ST Odessa, Missouri 64076-1248 United States</b>	Mailing Address <b>PO Box 128 Odessa, Missouri 64076-0128 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Missouri 04</b>	State / Country of Incorporation <b>(blank) / (blank)</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Mar 3, 2025</b>	Submission Date <b>Feb 27, 2025</b>	Initial Registration Date <b>Mar 6, 2013</b>
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## Entity Dates

Entity Start Date <b>Jan 1, 1878</b>	Fiscal Year End Close Date <b>Mar 31</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>U.S. Government Entity</b>	Entity Type <b>US Local Government</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>(blank)</b>		

## Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

### Government Types

U.S. Local Government  
City

### Financial Information

Accepts Credit Card Payments  
**Yes**

Debt Subject To Offset  
**No**

EFT Indicator  
**0000**

CAGE Code  
**6V8R3**

### Points of Contact

#### Electronic Business

♀  
Shawna Davis, City Administrator

**PO Box 128**  
**Odessa, Missouri 64076**  
**United States**

Shawna Davis, Finance Director

PO Box 128  
Odessa, Missouri 64076  
United States

#### Government Business

♀  
Shawna Davis, City Administrator

**PO Box 128**  
**Odessa, Missouri 64076**  
**United States**

Shawna Davis, Finance Director

PO Box 128  
Odessa, Missouri 64076  
United States

#### Past Performance

♀  
Shawna Davis, Finance Director

**125 S 2ND Street**  
**Odessa, Missouri 64076**  
**United States**

### Service Classifications

#### NAICS Codes

Primary	NAICS Codes	NAICS Title
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### Disaster Response

This entity does not appear in the disaster response registry.