

BILL NO. 3041-24

ORDINANCE NO. 2999-24

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK ON BEHALF OF THE CITY OF CAMDENTON TO EXECUTE A CONTRACT AGREEMENT WITH ALLSTATE CONSULTANTS LLC FOR ON CALL/PROJECT ENGINEERING SERVICES

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CAMDENTON, MISSOURI AS FOLLOWS:

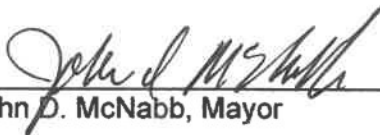
Section 1. That the Mayor and City Clerk are hereby authorized to execute a Contract Agreement with Allstate Consultants LLC for on call/project engineering services. A copy of the Agreement is attached hereto and made a part thereof, identified as Exhibit A.

Section 2. This Ordinance shall be in full force and in effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 3. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Read the first time this 3 day of August 2024

Read the second time and passed and approved this 3 day of August 2024



John D. McNabb, Mayor

ATTEST:



Renée Kingston, MMC/MPCC
Assistant City Administrator/City Clerk



AGREEMENT FOR ENGINEERING SERVICES

CLIENT: CITY OF CAMDENTON
ATTN: JEFF HOOKER, CITY ADMINISTRATOR
437 U.S. 54
CAMDENTON, MO 65020

BILLING: SAME AS CLIENT

DATE: AUGUST 12, 2024

PROJECT NO: TBD

PROJECT NAME AND LOCATION:

On-Call / Project Engineering Services (including but not limited to):

Water System	Planning and Zoning
Sanitary Sewer System	Development Plan/Plat Review
Structural	Geotechnical
Forensic	Technical Support
Transportation	Economic Development
Stormwater	Capital Improvements
Utility	Budget Development

SCOPE OF SERVICES / FEE FOR SERVICES:

This agreement is intended to provide a multiyear ongoing/ base contract for general services as needed and requested by the city. All parties agree that Allstate and the city will work in combined efforts to obtain project funding when possible. Funding mechanisms may include but not be limited to: USDA Rural Development (RD), USDA Natural Resources Conservation Service (NRCS), MDNR-ARPA, MDNR-State Revolving Fund (SRF), MO-Department of Economic Development (DED), MOARPA, MO-Department of Transportation (DOT), Community Development Block Grant (CDBG), Environmental Protection Agency (EPA), Economic Development Agency (EDA), and the State of Missouri. These funding mechanisms, as well as other potential funding sources, can be leveraged into larger funding resources for the City of Camdenton.

Allstate Consultants LLC agrees to provide engineering and technical services as summarized above as an hourly "on call" and/or project-based budgets as directed and requested by City of Camdenton. These services will generally be provided on an hourly fee basis as defined herein and as defined in the standard terms and conditions in Addendum A of this agreement. In some local project cases Allstate Consultants LLC will complete initial investigation and scoping on an hourly basis, then provide a letter or task order detailing tasks and cost estimates of probable costs for city financial cost control, then work to complete the City task or project. Some projects will be completed hourly as encountered, and some projects will include hourly fees for the development of a preliminary engineering report or equivalent, then be based upon the final funding agency contract for engineering services requirements. It is likely that a funding agency will

require a certain form or custom form contract, and this award may be made as an anticipated contract requirement.

Allstate Consultant's hourly rates are attached as a part of this agreement and may be updated annually at or near the first of the reoccurring calendar year.

A standard approach to an engineering services scope is shown below, and will be defined depending on the project needs, size goals, and requests of the City of Camdenon:

REQUEST FOR WORK FROM THE CITY - HOURLY	\$ TBD
ENGINEERING/LETTER REPORT - HOURLY/ ESTIMATED FEE	\$ TBD
DESIGN PHASE SERVICES - HOURLY/ESTIMATED FEE/LUMP SUM	\$ TBD
FEE BID AND INSPECTION, CONSTRUCTION PHASE SERVICES	\$ TBD

BILLING:

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

CONTRACT:

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

Proposed By:

Accepted By:

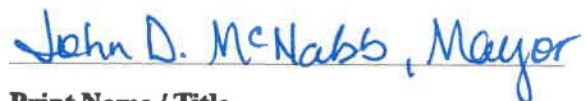


Allstate Consultants LLC



Signature

Date



Print Name / Title

SCOPE OF SERVICES EXAMPLE FOR TASK ORDER (WRITTEN ESTIMATE)

The following describes the scope of work to be performed by Allstate Consultants in connection with the CITY PROJECT - TBD for the CITY OF CAMDENTON, MISSOURI, and is incorporated by reference into the attached Agreement for Engineering Services. The anticipated scope of work includes the following:

ENGINEERING REPORT (PRELIMINARY ENGINEERING REPORT/FACILITY PLAN) – example:

- Provide an engineering report for the (MDNR-ARPA Grant Application Process. Note: Engineering report will be a condensed version to meet MDNR-ARPA grant application deadline. A more detailed and thorough report for the Missouri Water and Wastewater Review Committee, MDNR-SRF, USDA-RD, and/or CDBG may be required, at a later time, and the report may be amended as necessary).
- Evaluation of current drinking water facilities.
- Estimate current and projected drinking water flows.
- Identify distribution, treatment, and capital improvements needs.
- Recommendations for proposed improvements plan with estimated project costs.
- Coordination with City of Camdenton, Missouri Department of Natural Resources, and others as required.

This estimate does not include the following (if any of these items are required, a separate estimate can be provided):

- Special Services (geotechnical, surveys, litigation, public hearings, permit fees)
- Basic Design Services
- Construction Plans and Specifications
- Bidding and Contractor Negotiating Services
- Construction Phase Services
- Permit Fees

This project/task will be invoiced hourly as required, hourly NTE, lump sum NTE fixed scope or as defined in final estimate and/or funding agency contract as required. (describe billing, and estimate of fees)



**ALLSTATE
CONSULTANTS**

ADDENDUM A – STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

Billing/Payments: Statements for the Consultant's services shall be submitted on a monthly basis and at the completion of the project. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Consultants may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Consultants shall not be withheld, postponed or made contingent on the construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason.

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

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

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

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

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

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

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

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

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

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

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

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

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

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$500,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action howsoever alleged or arising, unless otherwise prohibited by law.

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2024

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

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

PRODUCER: Charles L. Crane Agency Co. 400 Chesterfield Center Suite 100 Chesterfield, MO 63017
CONTACT: Julie Knight
PHONE: (314) 444-4817
FAX: (314) 444-4970
E-MAIL: jknight@craneagency.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Sentinel Insurance Co., Ltd. NAIC # 11000
INSURER B: Hartford Accident & Indemnity 22357
INSURER C: Berkley Insurance Company 32603

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

CERTIFICATE HOLDER

CANCELLATION

City of Camdenon
437 US 54
Camdenon, MO 65020

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

Handwritten signature