

RESOLUTION NO. 1798

A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PALMERTON & PARRISH, INC SPRINGFIELD, MISSOURI, FOR SUBSURFACE INVESTIGATION AND SLOPE STABILITY EVALUATION

WHEREAS, the agreement attached described as Exhibit "A" and incorporated by reference is approved as a contractual obligation to the City of Nevada, Missouri; and

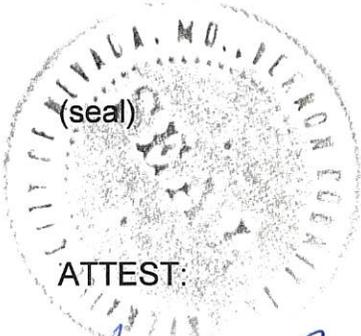
WHEREAS, a proposal was received in the amount of \$5,300 for subsurface investigations at Walton Park, west of the aquatic center; and

WHEREAS, The City of Nevada will be reimbursed 100% of the costs from the Community Foundation; and

WHEREAS, the City Manager or his designee is hereby directed to execute any and all documents related to said proposal.

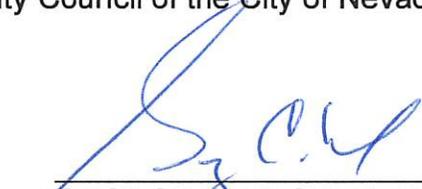
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Nevada authorizes the execution of an agreement with Palmerton & Parrish, INC. Springfield Missouri for subsurface investigation and slope stability evaluation.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri on this 6th day of August 2024.



ATTEST:


CYNTHIA DYE, CITY CLERK


GEORGE C. KNOX, MAYOR

AGENDA ITEM
August 6, 2024

Subject: Subsurface Investigation Evaluation

Department: Parks and Recreation

Department Notes:

- The City of Nevada is teaming up with the community foundation to build four pickleball courts and two basketball courts at Walton Park, McHugh Field. The area where the courts will be built was previously filled with material dredged from Izaak Walton Lake, which is about 2 to 6 feet deep. This material will likely need some work before construction can start. PPI plans to design a stable base for the courts using a geogrid, which is expected to be the most cost-effective solution.
- The City of Nevada will pay for this process and be reimbursed 100% of the costs from the Community Foundation.



PALMERTON & PARRISH, INC.

4168 W. KEARNEY ST.
SPRINGFIELD, MO 65803
Ph: (417) 864-6000
www.ppimo.com

PROFESSIONAL SERVICES AGREEMENT

July 15, 2024

Mr. Richard Brockman, Parks & Recreation Director
City of Nevada
200 North Ash Street
Nevada, Missouri 64772
rbrockman@nevadamo.gov

RE: PROPOSAL FOR SUBSURFACE INVESTIGATION
Walton Park Courts
400 W Atlantic St
Nevada, Missouri

Dear Mr. Brockman:

Palmerton & Parrish, Inc. (PPI) appreciates the opportunity to submit this proposal for a Subsurface Investigation and Slope Stability Evaluation. The sections below summarize PPI's Project Understanding, planned Scope of Services, and Estimated Cost.

PROJECT UNDERSTANDING

Based upon information provided by you, the City of Nevada is planning on building four (4) pickleball courts and two (2) basketball courts at the existing Walton Park west of existing Aquatic Center. Previously, the existing Izaak Walton Lake was dredged with the dredged material placed in the area of the planned courts. It is estimated that the existing dredged material is approximately 2 to 6 ft. thick. It is anticipated that the dredged material will require some remediation prior to construction. PPI anticipates designing a geogrid stabilized subgrade for construction of the planned new courts will be the most economical solution.

SCOPE OF SERVICES

To accomplish the above items, we propose to perform the following tasks;

- Digging of test pits within the existing court footprints for determination of the thickness of the unsuitable material.
- Performance of the Dynamic Cone Penetrometer (DCP) test with the area of the test pits for determination of the in-situ strength of the material.
- Collection of bulk samples of representative strata in the test pits. Samples will be collected and logged and the DCP tests performed by a qualified Geotechnical Engineer or Geologist. Excavation will be performed by a backhoe or track-mounted excavator to be provided by the city. No allowance for excavating equipment or operator has been included in this proposal. Samples will be collected in gallon bags and transported to PPI's Springfield Laboratory;
- Perform soil classification testing such as Atterberg Limits and Grain Size Analysis on bulk samples; and
- Preparation of a report summarizing the results of the investigation and recommendations for remediation of the unsuitable soil for construction of the planned new courts, including the design of a geogrid stabilized subgrade.

ESTIMATED COST

PPI will provide the scope of services outlined above for a lump sum cost. Our cost to perform the above scope is:

Base Scope of Services: **Five Thousand, Three Hundred Dollars (\$5,300);**



PPI will notify the Client if unanticipated conditions encountered during the field investigation merit a change in scope beyond that discussed in this proposal. In any event, we will not exceed projected costs without your prior approval.

PPI's estimated cost is based on the assumptions listed below.

- Right-of-entry, if required, will be obtained by others prior to PPI's mobilization;
- **Any clearing for access with excavation equipment will be performed by others prior to PPI's mobilization at no cost to PPI;**
- Test Pits will be staked in the field by PPI based upon court locations by the City of Nevada.
- Excavation and backfilling of test pits will be performed by others at no cost to PPI;
- PPI will notify the Missouri One Call System to locate and mark public utilities;
- **All private utilities, if any, will be located and marked in the field by others prior to PPI's mobilization;**
- **Field work will commence during normal business hours, Monday through Friday with no holiday or weekend work; and**
- All samples will be stored at PPI's Springfield Laboratory until 30 days after the final report is issued, at which time, the samples will be discarded.

PPI will notify the Client if unanticipated conditions encountered during the field investigation merit a change in scope beyond that discussed in this proposal. In any event, we will not exceed projected costs without your prior approval.

PAYMENT TERMS

PPI shall present monthly invoices for services or present a single invoice at completion of services and Client shall pay the full amount thereof within thirty (30) days after presentation. Any charges held to be in dispute by Client shall be identified in writing to PPI within ten (10) days after presentation of PPI's invoice or shall be paid in full per the terms of this Agreement. If payment in full is not received per the terms of this Agreement, PPI shall have the right to suspend services and withhold all documents until payment is received and apply a 5% delinquency charge on the unpaid balance from the date of the invoice. Payment of such charge shall not excuse the default in payment or terminate the unperformed portion of this Agreement. *Payment to PPI shall NOT be withheld, postponed, or made contingent on the construction, completion or success of the Project(s) or made contingent upon Client receiving payment or reimbursement from Project Owner, Contractor, or any other source.*

TERMS & CONDITIONS OF SERVICE

Please call our Springfield office at (417) 864-6000 if you have any questions regarding this proposal or if you need additional information.

This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by PPI in writing.

Client acknowledges that it has reviewed the General Conditions and any attachments or exhibits attached hereto, which are expressly made a part of and incorporated into this Agreement by reference.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below.

PALMERTON & PARRISH, INC.

By Taylor Anderson
Taylor Anderson, PE
Geotechnical Engineer

Attachments:
General Conditions



By signing below, you acknowledge you have full authority to bind Client to the terms of the Agreement. Your signature below authorizes and accepts the terms set forth herein:

CLIENT

Signature:

Name:

LARRY STEVENS

Title:

CITY MANAGER

Date:

8/7/24

Additional Information

Additional Contact Information
[if different from above]

Report Transmittal Instructions:
[email(s) for distribution list]

Invoice Transmittal Instructions:
[email(s) for invoice(s); hard copy requested, etc.]

Other Information:

GENERAL CONDITIONS

STANDARD OF CARE

PPI shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). PPI shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. PPI makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with PPI's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

CODE COMPLIANCE

PPI shall review applicable laws, codes, and regulations and, in the provision of its Services, shall respond to such requirements imposed by the governmental authorities having jurisdiction over the Project and reasonably known to PPI at the time services are provided. Client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including, but not limited to, the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. PPI will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. PPI, however, cannot and does not warrant or guarantee that its services and documents will comply with all such interpretations and requirements.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both Client and PPI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, the total liability, in the aggregate, of PPI, PPI's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever, including without limitation attorneys' fees and



costs and expert witness fees and costs arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by PPI or twenty-five thousand dollars (\$25,000), whichever is greater.

MUTUAL INDEMNITY

PPI and Client each agree to indemnify the other against liability, damages, costs and expenses including reasonable attorney's fees and expenses recoverable under applicable law (collectively "Damages") that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither PPI nor Client shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent, or contributory). Neither PPI nor Client shall have a duty to provide the other an up-front defense of any claim.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by PPI pursuant to this Agreement are instruments of PPI's professional service, and PPI shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, PPI grants Client a license to use instruments of PPI's professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without PPI's written permission, or use of documents after termination, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold PPI harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

DISCLAIMER OF THIRD PARTY RELIANCE

Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or PPI.

DISPUTE RESOLUTION

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a meet-and-confer session as a condition precedent to mediation.

Client and PPI shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and PPI or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute, or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the parties shall mutually agree on a method of binding dispute resolution, either litigation in a court of competent jurisdiction or arbitration.

INSURANCE

PPI maintains insurance, which PPI deems to be adequate. Certificates of Insurance evidencing such coverage will be provided, if requested.

GOVERNING LAW

The Agreement shall be governed by the Laws of the State of Missouri.

TIMELY NOTICE FOR CMT SERVICES

It is the responsibility of the Client or for the Client to direct the Contractor to provide timely notice to PPI of readiness for inspection and testing services.

Client shall indemnify and hold PPI and its subconsultants harmless from and against damages, losses, and judgments arising from claims by Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities PPI did not provide or in which PPI did not



participate, for reasons including but not limited to, the lack of notification of readiness for services or Client direction to reduce services.

CONSTRUCTION RESPONSIBILITIES

Client understands and acknowledges that: (1) PPI has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) PPI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.