

RESOLUTION NO. 1816

A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, ACCEPTING THE BID AND AUTHORIZING PAYMENT TO OWN ENGINEERING FOR THE HIGHLAND INTERCHANGE TRAFFIC STUDY

WHEREAS, the City of Nevada is engaged in future planning for the extension of the highway from I-49 to Route W, which is critical for future developments in the area; and

WHEREAS, the Highland Interchange Traffic Study is necessary to facilitate this planning process; and

WHEREAS, OWN Engineering submitted a proposal for the Highland Interchange Traffic Study in the amount of Forty-One Thousand Nine Hundred Ninety-Nine Dollars (\$41,999); and

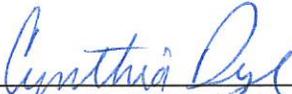
WHEREAS, the City Manager or his designee is hereby directed to execute any and all documents related to said bid.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Missouri, accepts the bid and authorizes payment to OWN engineering for the Highland Interchange Traffic Study.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri on this 1st day of October 2024.



ATTEST:


CYNTHIA DYE, CITY CLERK


GEORGE C. KNOX, MAYOR

AGENDA ITEM
October 1, 2024

Subject: Highland Traffic Study

Department: Administration

Notes:

- This study is needed for potential future development extending I49 to Rt. W.
- The City has applied for a \$12,000 TEAP (traffic engineering assistance program) grant to help fund this study.
- This is not budgeted for the 2024 FY
- We will not start the project until November and will not be invoiced until January. This project will be added to the 2025 FY budget.



WeAreOwn.com

2232 S. Garrison Ave 866.866.2741
Carthage, MO 64836 info@weareown.com

CIVIL ENGINEERING STRUCTURAL ENGINEERING LAND SURVEYING FIELD SERVICES

Project Proposal for

Highland Interchange Traffic Study

City of Nevada, Missouri at I-49/Highland Ave.
Interchange and Route W.



City of Nevada
Larry Stevens
110 S. Ash St., Nevada, MO 64772

May 30, 2024

Proposal # PCA-043



Engineering Beyond.

OWN, Inc. is an employee-owned engineering firm. Our core offerings include Civil Engineering, Structural Engineering, Land Surveying, and Field Services. Our talented team helps shape the built environment across the country from our offices in Missouri, Kansas, Arkansas, and Florida. No matter the project or scope, our clients enjoy problem solving and service that goes beyond the expected.



Principles

We believe in the value of relationships that last. That it's appreciated when you handle things with the attention and urgency you'd expect of a friend. And asking bigger questions will lead to better solutions. No matter if the challenge we're solving is massive or mundane, our approach is rooted in the principles that guide our work each day:

- OWNERS DO IT BETTER
- RESPONSIVENESS IS A SUPERPOWER
- SUCCESS IS NOT A LIMITED RESOURCE
- FUN MATTERS
- PEOPLE ARE AT THE CENTER OF IT ALL

Services

CIVIL ENGINEERING

- DEVELOPMENT SERVICES
- SITE DESIGN
- CONCEPTUAL DESIGN
- DUE DILIGENCE
- PERMITTING
- COMMUNITY ENGAGEMENT
- FUNDING ASSISTANCE
- ROADWAY DESIGN
- TRAFFIC
- BRIDGE
- SIDEWALKS & TRAILS
- STORMWATER
- WASTEWATER
- WATER

STRUCTURAL ENGINEERING

- STRUCTURAL BUILDING DESIGN
- FOUNDATION DESIGN
- STRUCTURAL EVALUATION
- FORENSIC ENGINEERING
- STRUCTURAL INSPECTION

FIELD SERVICES

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL ENGINEERING
- DRILLING
- CONSTRUCTION INSPECTIONS
- CONSTRUCTION MATERIAL TESTING (CMT)

LAND SURVEYING

- BOUNDARY/ALTA SURVEYING
- TOPOGRAPHIC SURVEYING
- HYDROGRAPHIC SERVICES
- PHOTOGRAMMETRY (DRONE)

- LIDAR (MOBILE, TERRESTRIAL, DRONE)
- CONSTRUCTION SURVEYING
- GEOGRAPHIC INFO SYSTEMS (GIS)



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866.866.2741

info@weareown.com



May 30, 2024

City of Nevada
Larry Stevens, City Manager
110 S. Ash St., Nevada, MO 64772

Re: OWN Proposal # 22CA40025
Highland Interchange Traffic Study

City of Nevada, Missouri at I-49/Highland Ave. Interchange and Route W.

Dear Mr. Stevens,

Please find below the items to our fee proposal listed in the data below. The fees were determined after three meetings between our team and MoDOT Traffic Division personnel. This proposal reflects the cost as minimum requirements by MoDOT for the study. This proposal utilizes Synchro and Highway Capacity Software.

If the utilization of this software does not satisfy the traffic projections that MoDOT requires, a possible addition of costs and a supplemental to this study will be required.

TASK 1 – DATA COLLECTION **\$4,485**

- Obtain traffic counts (7 peak-hour intersections, 2-24-hr Mainline)
- Count Processing
- Obtain Crash Reports
- Obtain and review existing studies from City

TASK 2 – TRAFFIC VOLUME PROJECTIONS **\$5210**

- Develop Existing AM and PM peak hour traffic volumes
- Develop Future No-Build AM and PM peak hour traffic volumes
- Develop Future Build AM and PM peak hour traffic volumes for one (1) alternative

TASK 3 – TRAFFIC ANALYSIS – SYNCHRO & HIGHWAY CAPACITY SOFTWARE **\$11,335**

- Existing Traffic Models
 - Develop AM and PM peak hour Synchro and HCS models of study area
 - Process Existing AM and PM peak hour Synchro and HCS model results
 - Submit Draft models to MoDOT for review
 - Address MoDOT comments on Draft Existing models
- Future No-Build Traffic Models
 - Develop Future No-Build AM and PM peak hour Synchro and HCS models of study area
 - Process Future No-Build AM and PM peak hour Synchro and HCS model results
 - Submit Draft Future No-Build models to MoDOT for review
 - Address MoDOT comments on Draft Future No-Build models
- Future Build Traffic Models
 - Develop Future Build AM and PM peak hour Synchro and HCS models of study area for one (1) alternative
 - Process Future Build AM and PM peak hour Synchro and HCS model results for one (1) alternative



- Submit Draft Future Build models to MoDOT for review
- Address MoDOT comments on Draft Future Build models

TASK 4 – SAFETY ANALYSIS **\$2,880**

- Safety Analysis

TASK 5 – REPORT PREPARATION AND REVIEW **\$11,310**

- Prepare Draft Report and submit for review
- Address Comments and Prepare Final Report

TASK 6 – PROJECT MEETINGS, COORDINATION & ADMINISTRATION **\$6779**

- Project meetings and meeting preparation (Assume 3 virtual 1-hour meetings and project coordination)

TOTAL FEE FOR THE ABOVE SERVICES **\$41,999**

OTHER

This proposal includes one set of reviews with the local governmental agency identified above. If additional reviews are required not as a result of errors by OWN, then that additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

It is noted that this study includes utilizing the Highway Capacity Manual (HCM) Software and SYNCHRO computer analysis program. **Should MoDOT require the usage of the VISSIM modeling software to analyze the corridor an additional fee of \$60,000 will be required via supplement.**

This proposal is valid for acceptance within 60 days from the date on this proposal. This proposal includes providing two printed copies of the technical report and an electronic copy.

ASSUMPTIONS

We have also assumed that all right of ways, easements, property ownership issues, and private utilities affecting the project will be provided by you to us. We will make a Utility Locate call to identify public utilities; however, we have assumed that all public utilities will be located accurately by the Utility Locator. We also assume that all private utilities will be marked properly by the owner.

GENERAL INFORMATION

Please note that any changes in the scope of work to be performed, or changes in the information provided to us, such as changes in the location of buildings or parking areas, which results in additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

Any existing easements, covenants, restrictions or encumbrances that affect the subject property shall be provided to OWN by the client if such encumbrances are to be made a part of this Final Plat. There are many additional, related services that we could perform, but since this proposal is limited in nature, this proposal does not include any geotechnical exploration, performance of a boundary survey or ALTA survey, utility main extensions, any design service not expressly listed above, and submittal of permits to various agencies. Also, this proposal also does not include preparation of cost estimates, bid forms, or bid documents, or any construction staking, observations or testing.

This proposal also does not include any plan or review compliance with local governmental agencies for items not identified above. OWN would be happy to provide a proposal for these services upon request.



Invoices are due upon receipt regardless of whether the client has been, or is to be, reimbursed by any other party. A service charge of one and one-half percent per month is assessed on accounts 45 days past due. A WORK AUTHORIZATION AGREEMENT form and GENERAL CONDITIONS statement is provided for your signature. Should you have any questions regarding this proposal, please give us a call. Again, we want to thank you for the opportunity to be of service and we look forward to working with you on this project.

Sincerely,

Sean L. Matlock
Office Leader

Andrew Eckhart
Public Infrastructure Leader

WORK AUTHORIZATION AGREEMENT



OWN, Inc. (hereinafter referred to as "OWN") is pleased to provide the services described below.

The purpose of this AGREEMENT is to obtain your authorization for the work requested by the CLIENT and confirm the TERMS AND CONDITIONS under which these services are provided, as hereinafter referred to:

The "CLIENT" is:

City of Nevada

Address:

110 S. Ash St., Nevada, MO 64772

The "PROJECT" is:

Highland Interchange Traffic Study

Location:

City of Nevada, Missouri at I-49/Highland Ave. Interchange and Route W.

TERMS AND CONDITIONS

- I. GENERAL CONDITIONS (numbered 1 through 19 as shown on next page)
- II. SCOPE OF WORK DETAILED: Proposal # PCA-043 dated August 11, 2023
- III. SPECIAL CONDITIONS
- IV. FEES AND COMPENSATION as described in above-referenced proposal
- V. PAYMENT is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party.

CLIENT ACCOUNTS PAYABLE INFORMATION:

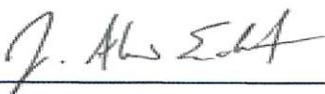
AP Contact Name: _____ AP Contact Phone Number: _____

AP Email Address: _____

ACKNOWLEDGMENTS

OWN, INC.

AUTHORIZED AND AGREED TO BY CLIENT:



Andrew Eckhart, Public Infrastructure Lead



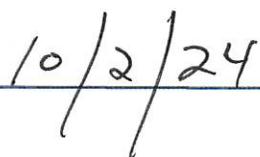
Larry Stevens, City Manager



Sean L. Matlock, Carthage Office Leader

May 30, 2024

Date



Date



1. PAYMENT TERMS: OWN will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one-and-one-half percent (1½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection costs, including OWN's reasonable attorney fees will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: OWN maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. OWN has insurance under public liability and property damage which OWN deems to be adequate. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: OWN will use that degree of care and skill ordinarily exercised under similar conditions by members of the profession currently practicing in the same or similar locality and at the same time. OWN agrees to perform the services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the services and that in effect as of the date when the services are provided. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4. RISK ALLOCATION: Due to the very limited benefit OWN will derive from this project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT THE TOTAL LIABILITY OF OWN, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON OWN'S WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT, TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR AN AGGREGATE TOTAL OF \$25,000 FOR ALL PARTIES, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT shall furnish right-of-entry on the property for OWN employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the project. OWN will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires OWN to restore the property to its former condition, OWN will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by OWN as instruments of service pursuant to this Agreement, shall be the sole property of OWN. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and shall not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by OWN, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of OWN. Any unauthorized use or modification of such documents shall be at CLIENT'S sole risk and CLIENT shall indemnify, defend and hold harmless OWN against any liability arising from or related to such unauthorized use or modification. At the request and expense of the CLIENT, OWN will provide the CLIENT with copies of documents created in the performance of the work for a period not

exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by OWN, the CLIENT agrees that all such electronic files are instruments of service of OWN, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of OWN. The CLIENT further agrees to waive indemnify the OWN against any and all claims against OWN resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than OWN. The CLIENT and OWN agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the contract. Any changes to the electronic specifications by either the CLIENT or OWN are subject to preview and acceptance by the other party. Additional services by OWN made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by OWN and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWN, its officers, directors, employees and sub-consultants (collectively, OWN) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than OWN or from any reuse of the electronic files by CLIENT or anyone else to whom CLIENT has provided the electronic files without the prior written consent of OWN.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by OWN and OWN makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall OWN be liable for indirect or consequential damages as a result of OWN's services or the CLIENT's use or reuse of the electronic files.

8. SAFETY: Should OWN provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

9. INSURANCE. OWN agrees to maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, OWN will maintain Professional Liability Insurance for OWN's negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

10. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: OWN shall have no control over and shall not be responsible for construction



means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. OWN shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the project site, or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

11. CLIENT'S OBLIGATIONS: CLIENT shall, at its sole expense: (i) provide all information and documentation regarding CLIENT requirements, the existing site, and planned improvements necessary for the orderly progress of the services; (iii) site restoration and repair, as needed following field investigations; (iv) establish and update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or services; and (v) timely respond to requests for information and timely review and approve all design deliverables. OWN shall be entitled to rely on all information and services provided by CLIENT.

12. ENVIRONMENTAL HAZARDS: CLIENT acknowledges that the services do not include the detection, investigation, evaluation, or abatement of environmental conditions encountered by OWN in performance of the services, including but not limited to mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the project site. CLIENT shall indemnify, defend and hold OWN harmless from and against any and all claims relating to the actual or alleged existence or discharge of such materials.

13. LOCATION OF EXISTING MAN-MADE OBJECTS AND DIFFERING, CONCEALED OR UNKNOWN CONDITIONS: It shall be the responsibility of the CLIENT or his authorized representative to disclose the presence and accurate location of all subsurface man-made objects relative to the work being performed. Furthermore, IF OWN encounters conditions at the project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to OWN or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, OWN will, if practicable, promptly notify CLIENT before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. OWN assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in OWN's cost of, or time required for performance of any part of the Services, OWN's compensation and time for performance will be equitably increased. CLIENT AGREES to waive, indemnify, defend and save harmless OWN from all claims, suits, losses and expenses (including but not limited reasonable attorney's fees) resulting from differing, concealed or unknown conditions.

14. SUSPENSION OF SERVICES/TERMINATION: OWN may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event OWN determines there may be a significant risk that OWN's invoices may not be paid on a timely basis OWN may suspend performance and/or retain any reports or other information until Client provides OWN with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching CLIENT unless the event(s) giving rise to the breach are remedied within that time frame.

15. FORCE MAJEURE: OWN will not be liable to CLIENT for delays in performing the services or for any costs or damages that may result from:

labor strikes; riots; war; acts of terrorism; pandemics; epidemics; acts or omissions of governmental authorities, the project CLIENT or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of OWN.

16. INDEMNITY: OWN agrees to indemnify and hold harmless the CLIENT and its officers, directors and employees from and against losses, damages, judgments and expenses (including reasonable attorney's fees) (collectively "Losses") provided that such Losses are caused, on a comparative basis of fault, by the negligent acts, errors and omissions of OWN or their consultants in the performance of the services pursuant to this Agreement.

17. NO THIRD-PARTY BENEFICIARIES: This Agreement is solely for the benefit of OWN and CLIENT. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of OWN or CLIENT in favor of such third parties. Further, OWN assumes no obligations or duties other than the obligations to CLIENT specifically set forth in this Agreement. OWN shall not be responsible for CLIENT obligations under any separate agreement with any third-party.

18. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.

19. CERTIFICATIONS/CONSENTS: OWN shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in OWN having to certify the existence of conditions whose existence OWN cannot ascertain. Any certificate will state that it is based on the best of the OWN's knowledge, information and belief.