

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ANDERSON ENGINEERING, INC. OF JOPLIN, MISSOURI FOR JOHNSON DRIVE IMPROVEMENTS

BE IT ORDAINED BY THE CITY OF COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

Section 1. The agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as a contractual obligation of the City of Nevada, Missouri.

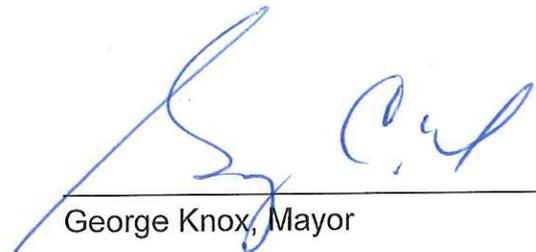
Section 2. The City Manager and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri, and to affix the municipal seal thereto and attest the same.

PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri this 23rd day of February 2021.



(seal)

ATTEST:



George Knox, Mayor



Michele Bailey, City Clerk

December 23, 2020

City of Nevada
Attn: Mark Mitchell
110 South Ash Street
Nevada, MO 64772

Re: Anderson Engineering Proposal PJE-108 Johnson Drive Road Widening
Nevada, MO

Mr. Mitchell,

Anderson Engineering appreciates the opportunity to provide civil engineering, surveying and geotechnical services for the proposed road widening in Nevada Missouri. We understand the project consists of approximately 450 linear feet of roadway widening along with curb & gutter and stormwater drainage improvements. The existing asphalt will at a bare minimum receive a mill and overlay. There will also be several planned driveway concrete aprons as apart of these improvements

The proposal is based on our phone discussion on December 21st, 2020. Civil Engineering services will include a roadway alignment, grading plan, stormwater management plan, as well as a cover sheet and general construction notes and details. Surveying services will include a boundary and topographic survey of the project area. Geotechnical services will include items as outlined in that section of the proposal. Our scope of services is as follows:

CIVIL ENGINEERING - \$18,950.00

GRADING & EROSION CONTROL PLAN

Provide a grading and erosion control plan. Finish grades will include spot elevations, as applicable, for curb & gutter, drainage inlets, pavement and grading at one-foot contour intervals for the proposed project. As part of the Erosion Plan, we will also prepare an Erosion and sediment control plan to obtain the Land Disturbance permit thru the Department of Natural Resources. The cost of the permit application fee is not included in the proposal and shall be paid directly to the appropriate state agency by the owner/contractor. The contractor shall contact the engineer several weeks prior to starting construction so the permit may be obtained.

STORMWATER MANAGEMENT AND DESIGN

A stormwater drainage, conveyance and management plan will be provided per City of Nevada requirements and specifications. The drainage plan will specify location of stormwater improvements such as inlets and stormwater piping. Inlets will be placed along the drive based on Nevada requirements for stormwater spread in the street. The stormwater plan will provide plan and profile sheets for the proposed stormwater piping and northing and eastings for the stormwater boxes.

STATIONING/UTILITY LAYOUT:

Provide an alignment of the roadway with stationing. This alignment will identify centerline of proposed roadway as well as asphalt repair, proposed curb and gutter and drainage improvements. This sheet will also indicate locations of utilities picked up during the survey and will identify any utility adjustments needed with the proposed improvements. The alignment will also contain a profile showing elevation of the centerline along the alignment. The plan view will also contain centerline bearings with northing and eastings per appropriate state plane coordinate system.

COVER SHEET WITH GENERAL CONSTRUCTION NOTES

Provide a cover sheet that contains general construction notes as well as general project location, project information and owner information.

CONSTRUCTION DETAILS

Provide general construction details for the site consisting of pavement details, stormwater pipes, erosion control, trenching & bedding etc.

LAND SURVEYING - \$4,950.00**BOUNDARY & TOPOGRAPHIC SURVEY**

Anderson Engineering will perform a Boundary Survey of the entire project area. The survey will be in accordance with the Missouri Standards for Property Boundary Surveys. Property corner monuments will be found or set at all corners and marked to be readily visible to the client.

Anderson Engineering will perform a Topographic Survey to be used for layout and design of improvements. Topographic features within the project area to be shown will include roads, fences, tree lines, culverts, driveways, parking lots, and any above ground and underground utilities as located by the utility owner and/or their representatives. The topographic survey will be performed on the horizontal datum of the Missouri State Plane Coordinate System of 1983, West Zone and the North American Vertical Datum of 1988. Various control points and a temporary benchmark will be set for the project. Vertical relief will be depicted with contours at one-foot intervals and spot elevations will be shown on hard surfaces. The survey will be made available to the client in electronic (pdf) and CAD (dwg) format, as well as paper copies.

ADDITIONAL BOUNDARY, TITLE REVIEW, NEEDED RIGHT OF WAY OR EASEMENTS

(NOT INCLUDED IN PRICING)

\$400 per parcel to acquire and review title work, and

\$400 per parcel to prepare descriptions and exhibits for any needed right-of-way or easement.

OPTIONAL GEOTECHNICAL ENGINEERING - \$3,150.00

(NOT INCLUDED IN PRICING)

Our proposal for the soils exploration includes three (3) borings along the existing roadway to a depth of 6.5 feet or auger refusal. Soil samples will be taken at various depths in the borings for laboratory testing using the split spoon sampling method. Some of the soil samples will be tested for moisture content, Atterberg limit values, and/or compressive strength. An engineering report will be issued with the findings of the explorations and recommendations for site development and pavement design.



THE TOTAL LUMP SUM FEE FOR THE ABOVE SERVICES IS \$23,900.00**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 Anderson Engineering, then that additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

This proposal is valid for acceptance within 60 days from the date on this proposal. This proposal includes providing two sets of signed plans and one set of technical specifications.

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 Anderson Engineering 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 agency for items not identified above. Anderson Engineering would be happy 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 these proposals, 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,



Josh C. Oathout, EI
Design Engineer



Gregory B. Bowers, P.L.S
Vice President



Cody R. White, P.E.
Vice President



WORK AUTHORIZATION AGREEMENT

Anderson Engineering, Inc. (hereinafter referred to as "A/E") 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 South Ash Street Nevada, MO 64772
The "PROJECT"	Johnson Drive Road Widening	Location:	Nevada, MO

TERMS AND CONDITIONS:

- I. GENERAL CONDITIONS NUMBERED 1. THROUGH 12. (as shown on back).
- II. SCOPE OF WORK DETAILED: Proposal PJE-108, dated December 23, 2020
- III. SPECIAL CONDITIONS
- IV. FEES AND COMPENSATION: As described in above referenced proposal.
- V. PAYMENT: Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party.

ACKNOWLEDGMENTS AND WORK AUTHORIZATION:

ANDERSON ENGINEERING, INC.

AUTHORIZED AND AGREED TO: CLIENT:

by: Cody R White
Cody R. White, P.E., Vice President

by: Paul Mitchell

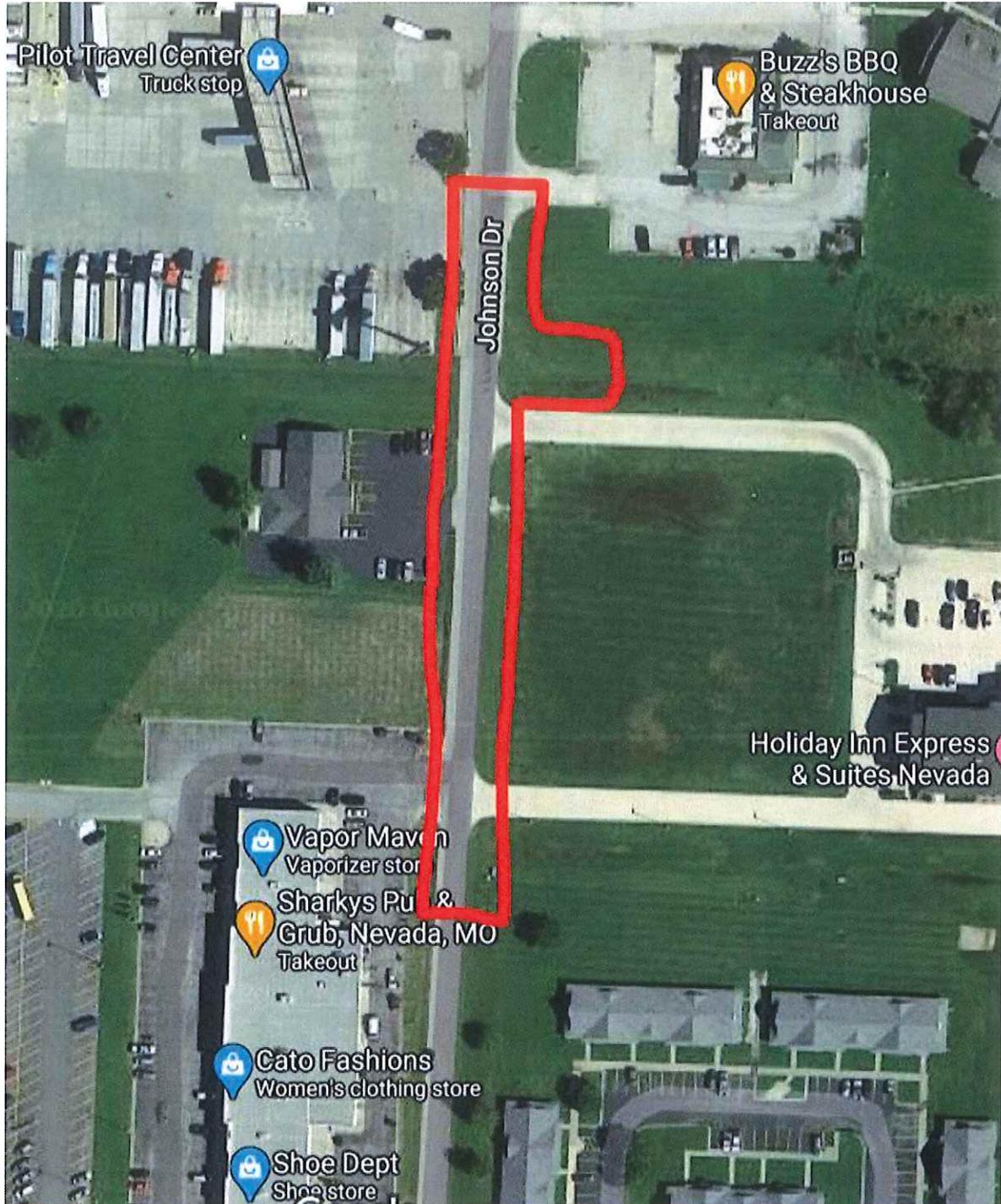
by: Gregory B. Bowers
Gregory B. Bowers, P.L.S., Vice President

mark mitchell, City Manager
(Print Name and Title)

DATE: December 23, 2020

DATE: 2/24/21

Site Map



Red – Project Limits

North (Up)

GENERAL CONDITIONS

1. PAYMENT TERMS: A/E 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 (1 ½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection costs, including reasonable attorney fees will be assessed to CLIENT which CLIENT agrees to pay.

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

3. STANDARD OF CARE: The only warranty or guarantee made by A/E in connection with the services performed hereunder, is that A/E will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of the profession currently practicing in the same or similar locality. 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 A/E 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 ANDERSON ENGINEERING, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON A/E'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 A/E employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the project. A/E 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 A/E to restore the property to its former condition, A/E 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 A/E as instruments of service pursuant to this Agreement, shall be the sole property of A/E. 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 A/E, 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 A/E. Any unauthorized use or modification of such documents shall be at CLIENT'S sole risk and CLIENT shall indemnify A/E against any liability arising from or related to such unauthorized use or modification. At the request and expense of the CLIENT, A/E 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 A/E, the CLIENT agrees that all such electronic files are instruments of service of A/E, 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 A/E. The CLIENT further agrees to waive indemnify the A/E against any and all claims against A/E resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than A/E.T. The CLIENT and A/E 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 A/E are subject to preview and acceptance by the other party. Additional services by A/E 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 A/E 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 A/E, its officers, directors, employees and sub-consultants (collectively, A/E) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than A/E 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 A/E.

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

8. SAFETY: Should A/E 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. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE:

Except for its own subcontractors and employees, Anderson Engineering 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.

10. LOCATION OF EXISTING MAN-MADE OBJECTS: 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. CLIENT AGREES to indemnify and save harmless A/E from all claims, suits, losses, personal injuries, death and property liability resulting from damages to subsurface structures, owned by Client or third parties, occurring from work performed on the site, whose presence and exact locations were not revealed to A/E in writing, and to reimburse A/E for expenses in connection with any such claims or suits, including reasonable attorney's fees.

11. SUSPENSION OF SERVICES/TERMINATION: Either party 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 A/E determines there may be a significant risk that A/E's invoices may not be paid on a timely basis A/E may suspend performance and/or retain any reports or other information until Client provides A/E 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 party unless the event(s) giving rise to the breach are remedied within that time frame.

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

13. CERTIFICATIONS/CONSENTS : A/E 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 A/E having to certify the existence of conditions whose existence A/E cannot ascertain. Any certificate will state that it is based on the best of the A/E's knowledge, information and belief.



Civil Engineering

- Site Development
- Wastewater Collection and Treatment
- Water Supply, Distribution and Treatment
- Storm Water Collection Management
- Floodplain Analysis
- Transportation Engineering
- Bridges
- Industrial/Manufacturing Development
- Funding Application Assistance

Structural Engineering

- Military and Industrial
- Components and Equipment Support
- Aircraft Hangers
- Residential
- Evaluations and Inspections
- Commercial and Public Facilities

Geotechnical Services

- Explorations, Studies and Surveys
- Foundation Analysis and Design
- In-Situ Testing
- Exploratory Drilling
- Monitoring Wells and Piezometers
- Laboratory Testing and Analysis
- Mining and Sinkhole Investigations

Construction Materials Testing and Inspection

- AASHTO Certified Materials Testing Labs
- Concrete, Asphalt, Soil, Rock, Aggregate Testing
- Structural Steel and Welds Inspections
- Triaxial and Consolidation, Permeability Testing

Geographic Information Services

- Interactive Mapping Services
- Spatial Information Analysis
- Detailed Visualizations of Projects

Commercial Drone Services

- Certified through the Federal Aviation Administration
- Aerial Inspections
- Thermal Imaging
- Construction Site Progress
- Aerial Topography Photography

Land Surveying

- Boundary Surveys
- Site, Topographic and Utility Surveys
- ALTA/ACSM Title Surveys
- GIS Services/Asset Management Services
- Construction Staking
- Job site Quantity Measurements

AGENDA ITEM
February 2nd, 2021

Subject: Anderson Engineering Agreement – Johnson Drive Improvements

Department: Administration

Proposals were requested from Engineering Firms registered in the City's Prequalification List authorized by section 26-16 of the City of Nevada Municipal Code.

The Johnson Drive improvement project includes: widening the existing 22' roadway, installing curb and gutter, storm water management and design, and land survey.

Proposals were received from three firms:

Anderson Engineering	Joplin, MO	\$23,900.00
Allgeier Martin & Associates	Joplin, MO	\$23,980.00
Midwest Engineering Group	Sapula, OK	\$27,000.00

The attached ordinance will approve a service agreement with Anderson Engineering of Joplin Missouri of a not to exceed price of \$24,000.00

Manager Note: Storm water run-off is the biggest challenge and expense for the Johnson Drive widening project. Currently there is no curb & gutter on this stretch of roadway and drainage has been an issue for this area. Anderson Engineering is providing the civil engineering for the new Freddy's Restaurant as well.