

**AGENDA ITEM**  
**February 2, 2021**

Subject: Olsson Engineering Agreement

Department: Administration

The attached ordinance will approve a master service agreement with Olsson Engineering of Joplin Missouri for miscellaneous engineering services.

The agreement provides for services on engineering projects of less than \$500,000 as provided under section 26-16(c) of the Nevada Municipal Code. This is an "on-call" agreement, with total annual costs not to exceed \$30,000.

BILL NO. 2021-010

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH OLSSON ENGINEERING, INC. OF JOPLIN, MISSOURI FOR MISCELLANEOUS ENGINEERING SERVICES.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(seal)  
ATTEST:

\_\_\_\_\_  
George Knox, Mayor

\_\_\_\_\_  
Michele Bailey, City Clerk



## MASTER AGREEMENT FOR PROFESSIONAL SERVICES

January 12, 2021

City of Nevada, Missouri  
Attn: Randy Marti  
110 S. Ash Street  
Nevada, MO 64772

Re: **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

Dear Mr. Marti:

It is our understanding that The City of Nevada, Missouri ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Master Agreement for Professional Services, Olsson's General Provisions, and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement").

The purpose of the Agreement is to provide the Client and Olsson with an operating agreement covering on-going services provided to Client. Upon request for services from the Client, Olsson will send to the Client a proposed **Work Order** for approval by Client. The Work Order will include the project location, anticipated start and completion dates, project description, compensation, and the Scope of Services. Olsson will commence work on individual projects upon receipt of a signed Work Order. An example of a Work Order is attached for your reference.

Olsson has acquainted itself with the information provided by Client relative to the Master Agreement and based upon such information offers to provide the services described in each Work Order. Client warrants that it is either the legal owner of the property to be improved by each Work Order or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached hereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Master Agreement and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide Client the Scope of Services for Projects as specified in each project Work Order. Olsson shall invoice Client for all services as outlined in each project Work Order. Olsson's services may vary for each project. Olsson shall not commence work on any Work Order without Client's prior approval in writing.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

**SCHEDULE FOR SERVICES**

Details of the schedule for each project will be outlined in the Work Order.

**COMPENSATION**

Compensation for each project will be outlined in the Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of the invoice date.

**TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Agreement and the Agreement will represent the entire understanding between Client and Olsson with respect to any project subject to a Work Order. The Agreement may only be modified in writing signed by both parties.

Unless otherwise set forth in writing, Client's designated representative shall be Randy Marti.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By Ronald L. Mersch  
Ron Mersch, Regional Leader

By \_\_\_\_\_  
Clayton Cristy, Vice President

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

**City of Nevada, Missouri**

By \_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

Attachments

- Work Order (Example)
- General Provisions

(Example - Do Not Use - See *Master Agreement Work Order*)

## WORK ORDER

This exhibit dated \_\_\_\_\_ is hereby attached to and made a part of the Master Agreement for Professional Services dated \_\_\_\_\_ between \_\_\_\_\_ ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

### GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: \_\_\_\_\_  
Project Description: \_\_\_\_\_

(Scope of Services, Schedule for Services, and Compensation shall be defined on a case by case basis.)

### TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project representative shall be \_\_\_\_\_.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of \_\_\_\_\_ days from the date set forth above, unless changed by us in writing.

### OLSSON, INC.

By \_\_\_\_\_  
Type Name Here (Optional)

By \_\_\_\_\_  
Type Name Here (Optional)

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

### NAME OF CLIENT

By \_\_\_\_\_  
Signature  
Print Name \_\_\_\_\_

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

Attachments  
(If Applicable)