

## **AGENDA ITEM**

April 18, 2023

Subject: Hickory Street Traffic Study

Department: Administration

This traffic study is a required step in the creation of a quiet zone at the Hickory Street railroad crossing.

### **Manager Notes:**

- Over the past few months, we have been working with working with Inspectors from the Federal Railroad Administration, District 6, Kansas City, MO.
- Since the Hickory Street crossing is also a switch yard, the Federal inspector has notified us approval may not be granted.
- This is not a budgeted item. If approved the budget may need to be adjusted before the year's end.
- Funding would come from a combination of Capital Improvements Funds, Street Fund and/or ARPA Funds.

**RESOLUTION NO. 1708**

**A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING PAYMENT TO ANDERSON ENGINEERING, CARTHAGE, MISSOURI, FOR A TRAFFIC STUDY ON HICKORY STREET.**

**WHEREAS**, the City Council wishes to establish a quiet zone at the Hickory Street Railroad Crossing, and;

**WHEREAS**, a traffic study is required to proceed with the quiet zone establishment, and;

**WHEREAS**, a proposal was received for the payment of \$6,900.00, and;

**WHEREAS**, the City Manager is hereby directed to execute any and all documents related to this agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Nevada, Missouri, authorizes payment to Anderson Engineering, Carthage Missouri, for a traffic study on Hickory Street.

**PASSED, APPROVED AND ADOPTED**, by the City Council of the City of Nevada, Missouri on this 18th day of April, 2023.

(seal)

\_\_\_\_\_  
KENDALL VICKERS, MAYOR

ATTEST:

\_\_\_\_\_  
CYNTHIA DYE, CITY CLERK



**AE-INC.COM**  
1745 S. GARRISON AVE.  
CARTHAGE, MO 64836  
417-358-9551

CIVIL ENGINEERING • GEOTECHNICAL ENGINEERING • STRUCTURAL ENGINEERING • LAND SURVEYING  
GEOGRAPHIC INFORMATION SYSTEMS • CONSTRUCTION MATERIALS TESTING • COMMERCIAL DRONE SERVICES

Project Proposal for

# Traffic Study at UP RR crossing on Hickory Street

City of Nevada  
Mark Mitchell, City Administrator  
110 S. Ash St.  
Nevada, MO 64772

April 7, 2023

Proposal # [Proposal Number]



April 7, 2023

City of Nevada  
Mark Mitchell, City Administrator  
100 S. Ash St. Nevada, MO 64772

Re: Anderson Engineering Proposal # [Proposal Number]  
Traffic Study at UP RR Crossing on Hickory Street

Dear Mr. Mitchell,

Anderson Engineering is pleased to present this proposal for the traffic study for a quiet zone at the UP RR crossing on Hickory Street.

**TRAFFIC STUDY PROPOSAL INCLUDES:** **\$6,900**

- Research.
- Mileage
- 8-hour traffic count.
- Report & Processing Count Data
- Coordination with Federal Railway Administration.
- Meeting to Present Findings.

**TOTAL FEE FOR THE ABOVE SERVICES** **\$6,900**

**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 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 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

A handwritten signature in black ink, appearing to read 'A. Eckhart'.

Andrew Eckhart  
President

A handwritten signature in black ink, appearing to read 'Sean L. Matlock'.

Sean L. Matlock]  
Project Manager



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:

100 S. Ash St. Nevada, MO 64772

The "PROJECT" is:

Traffic Study at UP RR Crossing on Hickory St.

Location:

UP RR Crossing on Hickory St.

**TERMS AND CONDITIONS**

- I. GENERAL CONDITIONS (numbered 1 through 13 as shown on next page)
- II. SCOPE OF WORK DETAILED: Proposal # [Proposal Number] dated [Date of Proposal]
- 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.

**ACKNOWLEDGMENTS**

ANDERSON ENGINEERING, INC.

AUTHORIZED AND AGREED TO BY CLIENT:

Sean Matlock, Project Manager

Signature

Andrew Eckhart, President

Print Name and Title

April 7, 2023

Date

Date



**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. 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.





ANDERSON ENGINEERING is a 100% employee-owned company featuring the talents of trained professionals who combine their experience and passion to help every client and project succeed. Our focus is to safely and effectively deliver high-quality projects, on time, and on budget with world-class customer services.



Civil Engineering



Land Surveying



Structural Engineering



Construction Materials  
Testing and Inspection



Geotechnical  
Engineering



Geographic  
Information Systems



Commercial  
Drone Services

**AE-INC.COM**  
866-866-2741