

AGENDA ITEM

June 6, 2023

Subject: OWN, formerly Anderson Engineering Agreement

Department: Parks

The attached proposal is for the re-route of the drainage into Walton Lake needed before draining the lake and beginning repairs.

Manager Notes:

- Aug 16, 2022, Ordinance 8526 was passed for an agreement with Anderson Engineering for Misc. engineering projects.
- Sept. 6, 2022, Resolution 1659 was passed for intent to seek out a grant with the Missouri Dept of Conservation with an attached proposal from Anderson Engineering for improvements to Izaak Walton Park and Lake.

RESOLUTION NO. 1716

A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING EXECUTION OF AN AGREEMENT WITH OWN, FORMERLY ANDERSON ENGINEERING, CARTHAGE MISSOURI, FOR ADDITIONAL DRAINAGE WORK AT IZAAK WALTON LAKE

WHEREAS, The City of Nevada has an agreement with Anderson Engineering for engineering services passed Aug 16, 2022, Ordinance No. 8526, and;

WHEREAS, the attached proposal, referenced as Exhibit "A" is a drainage re-route needed before repairs can begin on Izaak Walton Lake, and;

WHEREAS, the City Manager 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, Missouri, authorizes execution of an agreement with OWN, formerly Anderson Engineering for additional drainage work at Izaak Walton Lake.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri this 6th day of June 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

Izaak Walton Park: Supplemental for Additional Drainage Work

City of Nevada, Missouri

Richard Brockman, Parks Director
200 N Ash St.
Nevada, MO 64772
P: 417-321-2209

April 7, 2023



April 7, 2023

Richard Brockman, Parks Director
200 N. Ash St
Nevada, MO 64772
P: 417-321-2209

Re: Supplemental for Additional Drainage Work:
Izaak Walton Park: Lake and Park Improvements

Dear Mr. Brockman,

Anderson Engineering appreciates the opportunity to provide surveying and civil engineering services related to the above referenced project. This supplemental work authorization to the original scope is to provide additional topographic survey to perform the design work, design the project to divert water from the creek that empties into the lake around the north side of the lake, and necessary additional Geotechnical investigation to insure material and existing ground stability.

We understand the project includes construction plans and associated permitting for a replacement low water crossing structure:

PROJECT MANAGEMENT AND ADMINISTRATION	\$8,200
<ul style="list-style-type: none">PROJECT MANAGEMENT AND ADMINISTRATION: Anderson Engineering will conduct project and administration that includes coordination with permitting agencies, the City, sub consultants and other communications needed to keep the project on schedule. This item also included billing coordination between the subconsultants and the City.	
SURVEY – TOPOGRAPHIC SURVEY	\$7,400
<ul style="list-style-type: none">TOPOGRAPHIC SURVEY: 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, buildings, storm structures, lake outline 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.	
CIVIL ENGINEERING: PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS AND ESTIMATE	\$24,000
<ul style="list-style-type: none">HYDRAULIC & HYDROLOGY ANALYSIS: Prepare hydraulic analysis to determine the size of the diversion ditch and the velocity of water for erosion control purposes.PLANS & SPECIFICATIONS: Develop plans and estimate necessary for a contractor to construct a diversion ditch around the north side of Izaak Walton Lake Park. This will also include client meetings, field checks, necessary permits, QA/QC and construction estimate.	
GEOTECHNICAL ENGINEERING: GEOTECHNICAL INVESTIGATIONS	\$6,400
<ul style="list-style-type: none">ADDITIONAL GEOTECHNICAL INVESTIGATION: Drilling and report for the suitability of materials and foundation support of improvements.	
PROPOSAL TOTAL	\$46,000



REIMBURSABLES AND ADDITIONAL SERVICES

If necessary and/or requested, we may provide the following services and will bill those at an hourly rate according to our attached fee schedule.

- Boundary survey
- Title search services
- Work outside the scope described within this document due to changes by Client
- Application fees

This proposal does not include:

- *Stormwater Pollution Prevention Plan (SWPPP) - A site SWPPP is not anticipated due to the site being less than 1 acre*
- *Construction staking or materials testing services. Material Testing can be provided under a separate work authorization agreement.*
- *Design of retaining walls.*
- *Off-site drainage extensions*
- *Off-site utility extensions or relocations not specifically listed in the proposed scope of work*
- *No application, permit fees or bonds*
- *Construction Bidding Services*

These services can be addressed in an additional proposal or, upon request of client we can perform them at our standard hourly rates.

OTHER

This proposal includes one set of reviews with the 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

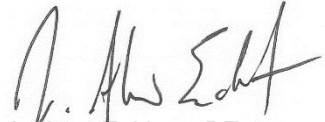
Please note that any changes in the scope of work to be performed, or changes in the information provided to us, such as changes in the location of buildings or parking areas, which results in additional work will be billed at our standard hourly charge rates in addition to the fees listed above.


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,


Andrew Eckhart, PE
President
Anderson Engineering, Inc.


Sean Matlock, PE
Project Manager
Anderson Engineering, Inc.



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:

200 N Ash St.
Nevada, MO 64772

The "PROJECT" is:

Supplement to Izaak Walton Park:
Lake and Park Improvements

Location:

Izaak Walton Park, 400 W Atlantic St
Nevada, MO 64772

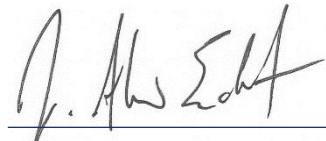
TERMS AND CONDITIONS

- I. GENERAL CONDITIONS (numbered 1 through 13 as shown on next page)
- II. SCOPE OF WORK DETAILED: Proposal # PJC-035B dated November 9, 2022
- 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:



Andrew Eckhart, PE
President

Signature



Sean Matlock, PE
Project Manager / Office Manager

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 in-voluntary 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

EMPLOYEE OWNED



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

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