ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

March 26, 2014

City of Joplin
Attn: Dan Johnson
602 S. Main Street
Joplin, Missouri 64801

Re: PJ-1536, Proposal for Stormwater Improvements
Even Ave to Country Club Dr. South of 29th St.
Joplin, Missouri

Dear Mr. Johnson,

We understand this project consists of providing civil engineering and land surveying services related to the design of approximately 1,800 linear feet of stormwater channel design.

This proposal is based on our meeting with you and Dave Hunt on March 17th. This proposal is also based on our visit to the site on March 17th and 18th. We understand these improvements are anticipated to be made within platted easements. As part of this work, we understand you also want us to design improvements to the two detention basins just west of Country Club Drive between 28th Street and 31st Street. We understand these detention basins function appropriately hydraulically but are eroded, are not well-vegetated, and are difficult to maintain.

As requested by you our proposed scope of services is as follows:

CIVIL ENGINEERING – SITE GEOMETRY & UTILITY PLAN
Provide a site geometry and site utility plan for the proposed project. Site layout includes stormwater channel, stormwater piping, etc. The utility plan will show the existing utilities and identify any conflicts with the proposed improvements. The City of Joplin's standard technical specifications will be used.

CIVIL ENGINEERING – STORMWATER MANAGEMENT AND DESIGN
Provide stormwater analysis and drainage calculations per City of Joplin standards for stormwater. This proposal assumes U.S. Army Corps of Engineers Section 404 permitting will not be necessary. Based on a review of topographic maps and brief site observation, we do not believe permitting will be required. However, it is up to the City to determine if the project involves a jurisdictional waterway. If the City would like us to do more than a cursory review, we can modify our scope to include this service.

CIVIL ENGINEERING – GRADING & EROSION CONTROL PLAN
Provide a grading and erosion control plan. Finish grades will include spot elevations, as applicable, for top of pavement, drainage inlets, and grading at one foot contour intervals for the proposed project. As part of the Erosion Control Plan we will also prepare a Stormwater Pollution Prevention Plan (SWPPP). The cost of the permit application fee is not included in the proposal and shall be paid directly to the

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appropriate state agency by the owner. The City of Joplin's standard technical specifications will be used.

SURVEYING – SITE TOPOGRAPHIC SURVEY

Provide a topographic engineering survey on the red line areas on the attached Exhibit "A" for engineering design of proposed storm water improvements. Survey will include spot elevations, location of all utilities, corners of buildings/structures and any other improvements located within the street right of way shown on the attached Exhibit "A". The survey will show basic planimetrics as well as above ground and underground utilities (as located by Missouri One Call) within survey area. The survey will be based on the Missouri State Plane Coordinate system of 1983, West Zone and NAVD 88. Control points and temporary benchmarks will be set along the survey route to be used during construction phase of the project.

SURVEYING – BOUNDARY SURVEY

We will provide right-of-way surveys as illustrated by the red lines on the attached Exhibit "B". The right of way surveys will show the right of way line on both sides of the street to be used in the design phase of this project. At this time, we will only show the right of way lines and will not show each parcel line. Also, no easements will be shown as a part of this survey.

CONDUCTING BIDDING ON BEHALF OF THE CITY

We will hold one pre-bid meeting, one bid opening, and one preconstruction meeting for a total of 3 meetings. We will coordinate these meetings with the City of Joplin and will review the results with City staff. (Bidders shall be charged a separate fee to purchase plan copies from Anderson Engineering.)
We anticipate that the City of Joplin will advertise the project out to bid.

CONSTRUCTION INSPECTION ON BEHALF OF THE CITY

We will perform site inspection during construction on behalf of the City of Joplin. We will provide documentation to the City after each inspection. We anticipate 3 weekly site visits over an eight week period and have budgeted spending eight hours per week on inspections and reporting.

OPTION #1 SURVEYING – TEMPORARY CONSTRUCTION EASEMENT PREPARATION

<u>At this time, we do not anticipate needing any permanent easements to construct these improvements.</u>
However, temporary construction easements may be necessary. We can assist the City and prepare the easement description and sketch to be used to acquire the temporary easement.

OPTION #2 - EASEMENT NEGOTIATION

If needed, we will negotiate the acquisition of the each needed temporary construction easement. We anticipation it will take up to 4 hours to acquire each temporary construction easement.

OPTION #3 - MINE SHAFT CAP DESIGN

Our preliminary analysis of this project has revealed several suspect mine features near the proposed channel location. This scope of work includes design of a structural concrete cap. This will also include field time from an Associate Engineer during excavation of mine feature area to assist in determining the mine feature extents, survey of the mine feature extents, construction observation and testing during construction of the structural caps, and survey of final, constructed cap locations. A construction detail will be provided for each of the suspected mine features.

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Base Scope/Fee:

Civil Engineering – Design, Plans and Specifications[1]	$25,700.00
Surveying – Site Topographic Survey[1]	$12,800.00
Surveying – Boundary Survey[1]	$ 4,850.00
Bidding on Behalf of the City[1]	$ 2,100.00
Construction Inspection on Behalf of the City[1]	$ 5,500.00
Base Subtotal:	***$50,950.00***

Optional Scope/Fee:

Surveying – Temporary Easement Preparation (Each)	$ 500.00 each
Easement Negotiation (Each)	$ 500.00 each
Mine Shaft Cap Design (Each)	$ 2,300.00 each

[1] We propose to complete these services on an hourly basis with a not to exceed limit.

OTHER

This proposal includes providing two sets of signed plans and one set of technical specifications.

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.

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.

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.

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 an 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.

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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,

John T. Snider, PE
Vice President

Jerrod Hogan, PLS
Vice President

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ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

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 Joplin	Address	602 S. Main Street Joplin, Missouri 64801
The **"PROJECT"** is:	Stormwater Improvements - Even Ave to Country Club Dr. South of 29th St.	Location	Joplin, Missouri

TERMS AND CONDITIONS:

I. GENERAL CONDITIONS NUMBERED 1. THROUGH 12. (as shown on back).
II. SCOPE OF WORK DETAILED: Proposal PJ-1536, dated March 26, 2014

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.

by:_____
John Snider, P.E., V.P.

by_____
Jerrod Hogan, P.L.S., V.P.

DATE: March 26, 2014

AUTHORIZED AND AGREED TO: CLIENT:

by:_____

_____
(Print Name and Title)

DATE:_____

811 EAST 3RD STREET • JOPLIN, MO 64801 • PH: 417.782.7399 • FX: 417.782.7398 • E-MAIL: AEINC@AEINCMO.COM • WWW.AEINCMO.COM

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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 ANDERSON ENGINEERING, INC. TOTAL LIABILITY 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 A COMBINED TOTAL FOR ALL PARTIES OF $25,000, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT will 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 will 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. 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 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 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 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 hidden or obscure 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.

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