



## Johnson County Commission

**William H. Gabel**  
Presiding Commissioner

**John Marr**  
Commissioner, Eastern District

**Charles Kavanaugh**  
Commissioner, Western District

**Diane Thompson**  
County Clerk

November 30, 2017

Request for proposals for Johnson County Land Survey of Gas Pipe Lines at Shamrock Business Park were opened at 1:30 p.m. on October 31, 2017. The following proposals were received:

- Anderson Engineering of Harrisonville, Missouri
- Henley Survey Company of Pleasant Hill, Missouri
- Crafton Tull of Conway, Arkansas

After taking the proposals under advisement and conducting negotiations to remove existing road, buildings & graveled area locations from the scope of work, Commissioner Kavanaugh motioned to award the Johnson County Land Survey of Gas Pipe Lines at Shamrock Business Park proposal to Anderson Engineering of Harrisonville, Missouri for the in the amount of \$8,310.00. Commissioner Gabel seconded. Motion approved. Furthermore, the Commission authorizes Presiding Commissioner, William H. Gabel, to enter into a contract with Anderson Engineering.

JOHNSON COUNTY COMMISSION

William H. Gabel, Presiding Commissioner

ABSENT

John L. Marr, Eastern Commissioner

Charles Kavanaugh, Western Commissioner

November 28, 2017 (Revised)

Ms. Tracy E. Brantner  
Economic Development Director  
County of Johnson  
300 N. Holden Street  
Suite 301  
Warrensburg, MO 64093

Re: Proposal for land surveying services for County of Johnson for LAND SURVEY – GAS PIPE LINES, Johnson County, Missouri.

Ms. Brantner,

I am pleased to present to you our Cost Proposal for surveying services for the LAND SURVEY – GAS PIPE LINES (Survey) in Johnson County, Missouri.

Anderson Engineering, Inc. (hereinafter referred to as “A/E”) shall provide land surveying services to provide the survey and easement descriptions as described in this proposal agreement for the County of Johnson (Client).

Below is our Scope of Work anticipated for this project. Please note that these services only pertain to the site and services noted below.

**LAND SURVEY – GAS PIPE LINES (\$8,310.00)**

A. The purpose of this survey is to establish defined easements over the four (4) Panhandle Eastern Pipe Line Co. LP existing pipelines crossing the Shamrock Business Park Subdivision in Section 19, Township 46, Range 26, Johnson County, Missouri. The survey shall be in accordance with the current Missouri Standards for Property Boundary Surveys, and shall include the following items:

1. Subdivision Boundary Control and Pipeline Locations (four pipelines) tied to MO State Plane Coordinate System
2. Dimensions of the centerlines of each of the four (4) pipelines
3. Legal descriptions for each of the proposed four (4) exclusive sixty-six feet (66') wide permanent easements over the pipelines
4. Legal descriptions for each of the proposed four (4) exclusive one hundred feet (100') wide permanent construction easements over the pipelines
5. Exhibit Drawings for each of the pipelines for recording purposes

**THE TOTAL LUMP SUM FEE FOR THE ABOVE SERVICES SHALL NOT EXCEED: \$8,310.00**

**SPECIAL CONDITIONS / NOTES**

This proposal is valid for acceptance within 60 days from the date on this proposal.





The existing pipelines shall be located as flagged by Panhandle Eastern Pipe Line Co. LP, with the easement descriptions based on the located pipeline alignments.

The professional services that A/E will provide under this Proposal include, and are limited to those described above. Please note that any changes in the scope of work to be performed which results in additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

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 GENERAL CONDITIONS statement and a WORK AUTHORIZATION AGREEMENT form are provided for your signature.

### **SCHEDULE**

A/E understands that the County of Johnson has a specific timeline of December 15, 2017 as a completion date for the Survey. We propose to have this Survey completed by said completion date, contingent upon the weather and receiving our Work Authorization and Notice to Proceed by November 30, 2017.

Should you have any questions regarding this proposal, 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,

Troy Bowers, PE, PLS  
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: Ms. Tracy Brantner of the County of Johnson, MO confirm the TERMS under which these services are provided and the **CONDITIONS OF AGREEMENT. AS HEREINAFTER REFERRED TO:**

The "CLIENT" is:	<u>COUNTY OF JOHNSON</u>	Address:	<u>300 N. Holden Street Suite 301 Warrensburg, MO 64093</u>
The "PROJECT"	<u>LAND SURVEY – GAS PIPE LINES</u>	Location:	<u>Sec 19, Twp 46, Rng 26, Johnson County, MO</u>

**TERMS AND CONDITIONS:**

- I. GENERAL CONDITIONS NUMBERED 1 THROUGH 12. (as shown on back).
- II. SCOPE OF WORK  
Services as detailed in our proposal letter dated NOVEMBER 28, 2017.
- III. SPECIAL CONDITIONS
- IV. FEES AND COMPENSATION:  
Fees as detailed in our proposal letter dated NOVEMBER 28, 2017.
- V. **PAYMENT:** Invoices are due upon receipt regardless of whether 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.

**ACKNOWLEDGMENTS AND WORK AUTHORIZATION:**

ANDERSON ENGINEERING, INC.

by: Troy S. Bowers  
Troy S. Bowers, PE, PLS; V.P.

AUTHORIZED AND AGREED TO:

CLIENT, [Signature]  
by: Muhammad H. Wabel, Pres. Comm.  
(Print Name and Title)

DATE: NOVEMBER 28, 2017

DATE: 11-30-17

**AndersonEngineeringInc.com**

106 E. Pearl Street, Harrisonville, Missouri 64701 • Phone: 816.380.4821 • E-mail: info@andersonengineeringinc.com

**CIVIL ENGINEERING • SURVEYING • STRUCTURAL • GIS • MUNICIPAL • GEOTECHNICAL/DRILLING • MATERIALS TESTING**



## 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.