



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5269)

Meeting: 05/27/21 08:55 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5269

Meeting Attachments

ATTACHMENTS:

- 052721 FINANCIAL - SYMBIONT SERVICES LLC - AUDITOR'S OFFICE HVAC(PDF)
- 052721 SPRINGNET ANNUAL CERTIFICATION FORM - SIGNED(PDF)
- 052721 ARPA FUNDS REQUEST DOCUMENTATION (PDF)
- 052721 GREENE BRIDGE CONSULTANT CONTRACT - GREAT RIVER ENGINEERING (GRE) - HWY DEPT. - FULLY EXECUTED (PDF)
- 052721 RENEWAL LETTER - RF SEALING AND STRIPING LLC - HWY DEPT_(PDF)

SYMBIONT SERVICES, LLC
3314 WEST CAMELOT
SPRINGFIELD, MO 65807
417-443-1550

We are pleased to submit the following proposal to:
Richard maintenance@christiancountymo.gov
Job address: Christian County Historic Courthouse -Amy Dent Office
Date 5/17/2021

- (1) LGE LCN188HV4 2x2 Ceiling Cassette
- (1) LGE PT-QCHW0 2x2 Grill
- (1) LGE LUU189HV Inverter Heat Pump with -4 Heating Capability
- (1) Wind Baffle for Low Ambient Operation
- (1) Lineset and Wire as needed
- (1) 240V Surge Protector (for clean power communication)
- Labor
- Sales tax

Duct work will consist of:

Electrical:

All electrical services provided by electrical contractor. Unit will require 240V/30A dedicated circuit to the location of the outdoor unit.

Miscellaneous:

Copper refrigeration lines provided for system up to 25' between indoor unit and outdoor unit. Further distances will increase the cost of the line set affecting price.

Any needed wall penetrations needed to connect indoor and outdoor unit are the responsibility of Christian County. No penetration needs are anticipated as existing Lineset penetrations will be used.

Indoor heat will need a location to drain condensate. Condensate pump will be provided if needed.

Christian County Maint. Bucket Truck and Operator or other plan required to get Equipment to Roof of Building.

Warranty information:

All installation labor and ductwork covered for 1 year through Symbiont Services with our no questions asked guarantee, if problem stemmed from factory defect or installation. (Damage by owner, tenants, contractors, movers, or act of God are not covered).

Minisplit system comes with 10 years parts/compressor.

Thermostat - 1 year

Total Cost \$7,120

100% due upon completion of work.

I accept this bid. Symbiont Services may begin rough in on _____, 2021.

Christian County Authorize Personnel

Date

CITY UTILITIES OF SPRINGFIELD d/b/a SPRINGNET
2021 Annual Federal and Missouri Universal Service Fund Charge Certification
(End-User Customer)

Customer Certification of Jurisdictional Use (Interstate/Intrastate) for Dedicated Circuits.

This Annual Certification relates to the assessment of Federal and Missouri Universal Service Fund charges/fees that may apply to Telecommunications and/or Interconnected VoIP (IVoIP services) Customer purchases from City Utilities of Springfield (SpringNet). SpringNet relies on this completed form to determine whether the amounts your Company pays are subject to Federal Universal Service Fund (FUSF) or Missouri Public Service Commission Universal Service Fund (MoUSF) assessments.

The services listed below that you purchase from SpringNet may be subject to FUSF assessment or MoUSF assessment, but not both.

MSA#201-004 - 100 Mbps LANLink PCNET-BBU/100 W Church St - Ozark

In order to determine whether services you purchase from SpringNet are interstate or intrastate, please complete one or both of the following:

INTRASTATE USE CERTIFICATION. I attest on behalf of the Customer that for each dedicated point-to-point circuit or channel that Customer purchases where the endpoints of such circuits are located within Missouri less than ten percent of the communications traffic is interstate in nature (including Internet traffic) on the above listed circuits.

INTERSTATE USE CERTIFICATION. I attest on behalf of the Customer that for each dedicated point-to-point circuit or channel that Customer purchases where the endpoints of such circuits are located within Missouri ten percent or more of the communications traffic is interstate in nature (including Internet traffic) on the above listed circuits. This selection will be subject to the FUSF assessment.

Customer Name: Christian County Government

Affiliate(s) and/or Trade Name(s) (if any): _____

Contact Person: Ralph Phillips

Contact Title: Presiding Commissioner

Contact E-mail: countycommission@christiancountymo.gov

Signature:  5/27/21

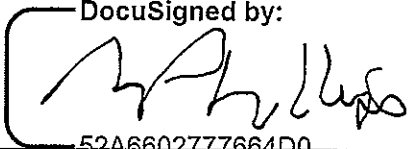
OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Christian County, MO 100 W Church St, STE 100 Ozark, Missouri, 65721	DUNS Number: 829062459 Taxpayer Identification Number: 446000473 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
Recipient: 
52A6602777664D0...

Authorized Representative: Ralph Phillips

Title: Presiding Commissioner

Date signed: 5/19/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

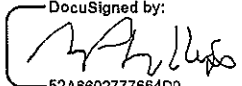
Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Christian County, MO

5/19/2021

Recipient

Date

DocuSigned by:

52A880277766400...

Signature of Authorized Official

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AGREEMENT BETWEEN CLIENT AND CONSULTANT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT between Christian County, Missouri (“Client”) and Great River Associates, Inc. (dba Great River Engineering) (“Consultant”).

Project Name: Green Bridge Bridge No. 24900031 Replacement (“Project”)

Client and Consultant agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A – “Scope of Services.”

ARTICLE 2. CLIENT’S RESPONSIBILITIES

Client shall pay Consultant as set forth in Exhibit B – “Payments to Consultant for Services and Reimbursable Expenses.”

Client shall provide Consultant with all criteria and full information as to Client’s requirements for the Project.

Client shall furnish to Consultant all Project related information and data as is reasonably required to enable Consultant to complete its Scope of Services.

If the Scope of Services includes Engineering or Surveying services on a specific property (subject property), Client shall furnish to Consultant a copy of a current title commitment. If no current title commitment is available for subject property, Client shall furnish Consultant a complete title search to include, but not limited to, the following items: (1) Deeds of record for subject property and all adjoining properties; (2) any book and pages listed on the deeds; (3) existing easements affecting subject property; (4) Right-of-way deeds affecting subject property; (5) City or County ordinances affecting subject property; (6) previous Minor Subdivisions and/or Administrative Subdivisions affecting subject property; and (7) any relinquishment or vacation documents affecting subject property. Physical copies of the above mentioned documents are required.

Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3. SCHEDULE FOR RENDERING SERVICES

Consultant shall begin rendering services upon the full execution of this Agreement by Client and Consultant and upon Consultant’s receipt of any retainer amounts set forth in Exhibit B. Consultant shall complete its obligations with due diligence and in a reasonably timely manner. Any specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant’s performance of its services. If Client authorizes changes in the scope, extent, or character of the Project, then the time for completion of Consultant’s services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.

If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant’s services is impaired, or Consultant’s services are delayed or suspended, then the time for completion of Consultant’s services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.

ARTICLE 4. INVOICES AND PAYMENTS

Any retainer amounts specified in Exhibit B will be applied to the final invoice(s) on the Project and will not reduce interest charges on overdue payments.

Consultant shall prepare monthly invoices in accordance with its standard invoicing practices and the terms of Exhibit B. Invoices are due upon Client’s receipt.

Payments received on the Project will be credited first to any interest owed to Consultant and then to principal starting with the oldest invoice.

If Client fails to make any payment due Consultant for services and expenses within 30 days of receipt of Consultant’s invoice, then: (1) amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and (2) Consultant may suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Consultant for any such suspension.

Consultant's fees are in no way contingent upon the Client obtaining funding or receiving his fee from another source.

If Client contests an invoice in writing, Client may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5. OPINIONS OF COST

5.1 Opinions of Probable Construction Cost:

The services, if any, of Consultant with respect to Opinions of Probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator.

5.2 Opinions of Total Project Costs:

The services, if any, of Consultant with respect to Total Project Costs shall be limited to assisting the Client in collating the various cost categories which comprise Total Project Costs. Consultant assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6. GENERAL CONSIDERATIONS

6.1 Standards of Performance:

The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Consultant may employ such Sub-Consultants as Consultant deems necessary to assist in the performance or furnishing of the services.

Subject to the standard of care described above, Consultant and its Sub-Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant and Client shall comply with applicable Laws and Regulations and Client-mandated standards that Client has provided to Consultant in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Client's responsibilities or to Consultant's scope of services, times of performance, and compensation.

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. Client agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such documents.

Consultant shall not at any time supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work for this Project.

Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees and its Sub-Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications given by Client without consultation and advice of Consultant.

6.2 Design Without Construction Phase Services:

If Consultant's Basic Services under this Agreement do not include Bidding, Project observation, or review of the Contractor's performance, or any other Construction Phase services, then: (1) Consultant's services under this Agreement shall be deemed complete prior to Bidding; (2) Consultant shall have no design or shop drawing review obligations during construction; (3) Client assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Client waives any claims against the Consultant that may be connected in any way thereto.

6.3 Use of Documents:

All Documents are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Project is completed. No One shall rely in any way on any Document unless it is hand signed and sealed or digitally signed and certified by the Consultant or one of its Sub-Consultants.

A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party unless such documents have been digitally signed and certified by the Consultant. Any conclusion or information obtained or derived from electronic files that have not been digitally signed and certified by the Consultant will be at the user's sole risk. If there is a discrepancy between unsigned or uncertified electronic files and the hard copies or digitally signed and certified electronic documents, the hard copies and digitally signed and certified electronic documents shall govern.

Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Consultant grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's Sub-Consultants; (3) Client shall indemnify and hold harmless Consultant and Consultant's Sub-Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Consultant; (4) such limited license to Client shall not create any rights in third parties.

If Consultant at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Consultant at rates or in an amount to be agreed upon by Client and Consultant.

6.4 Contractor's Insurance:

Client shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 6.3 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2013 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Consultant and Consultant's Sub-Consultants to be listed as additional insureds with a waiver of subrogation with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

A Certificate of Insurance with the above provisions shall be obtained and kept by the Client. The limits of liability for the Contractor's insurance shall meet or exceed the following:

- | | |
|--|-------------|
| 1. Workers' Compensation: | Statutory |
| 2. Employer's Liability – | |
| a. Each Accident: | \$1,000,000 |
| b. Disease, Policy Limit: | \$1,000,000 |
| c. Disease, Each Employee: | \$1,000,000 |
| 3. General Liability – | |
| a. Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| b. General Aggregate: | \$2,000,000 |
| 4. Automobile Liability – | |
| a. Bodily Injury, Each Accident: | \$1,000,000 |
| b. Property Damage, Each Accident: | \$1,000,000 |
| or | |
| a. Combined Single Limit (Bodily Injury and Property Damage), Each Accident: | \$1,000,000 |
| 5. Umbrella Liability: | \$2,000,000 |

Contractor will pay all deductibles and self-insured retentions under Contractor's Insurance. Contractor's Insurance will be primary to, and non-contributing with, any insurance maintained by Consultant or any additional insured required to be named under this Agreement. Contractor's Insurance may not be cancelled or allowed to expire without 30 days prior written notice to Consultant. Consultant and, if applicable, the owner of the Project Site will be named as additional insured on the insurance coverages described in subsections 6.4.3 and 6.4.4 above with respect to all matters arising out of this Agreement. Contractor will provide a Waiver of Subrogation on all lines where allowed by law. Prior to commencing the Project, Contractor will deliver to Consultant a certificate or certificates of insurance evidencing Contractor's Insurance is in effect. Contractor will renew or update such certificates prior to expiration of, and promptly following any modifications to, Contractor's Insurance and otherwise upon Consultant's reasonable request.

6.5 Suspension:

Suspension By Client. Client may suspend the Project upon seven days written notice to Consultant.

Suspension By Consultant.

1. If Consultant's services are substantially delayed through no fault of Consultant, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement.
2. If Consultant's invoices are not paid within 30 days of Client's receipt, Consultant may suspend services under this Agreement until Consultant has been paid in full all accounts due for services and expenses.

6.6 Termination:

Either Consultant or Client may terminate this Agreement upon seven (7) days written notice to the other party. Neither party shall have any liability to the other on account of such termination, except that Consultant will be entitled to invoice Client and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk, subject to the provisions of Article 6, Section 6.3 – "Use of Documents." In the event of termination by Client, Consultant shall be entitled, in addition to invoicing for those items identified above, to invoice Client and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultant's Sub-Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

6.7 Controlling Law:

This Agreement is to be governed, construed and enforced in accordance with the laws of the State of Missouri, without respect to its principles governing conflicts of law. Unless otherwise mandated by law, venue for any litigation arising out of this Agreement or the services rendered to Client by Consultant shall lie exclusively in the Circuit Courts of Greene County, Missouri.

6.8 Successors, Assigns, and Beneficiaries:

Client and Consultant are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant (and to the extent permitted by the following paragraph, the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6.9 Dispute Resolution:

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days. If the parties fail to resolve a dispute through these negotiations, then the parties may exercise their rights under law.

In the event it is necessary for Consultant to refer a dispute with Client to an attorney, then in addition to all payments and accrued interest owed under this Agreement, Client shall also be liable for Consultant's reasonable costs, expenses and attorneys' fees incurred therein.

6.10 Miscellaneous Provisions:

1. **Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
2. **Survival.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
3. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
4. **Waiver.** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
5. **Accrual of Claims.** To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date on which Consultant's services under this Agreement are complete. No suit or action shall be commenced by Client or Consultant against the other, or the other's officers, directors, partners, agents, sub-consultants, or employees, after the expiration of two years from the date on which Consultant's services under this Agreement are complete.

ARTICLE 7. DEFINITIONS

Wherever used in this Agreement (including the Exhibits hereto), terms (including the singular and plural forms) printed with initial capital letters have the following meanings:

Additional Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 2, of this Agreement.

Basic Services – The services to be performed for or furnished to Client by Consultant in accordance with Exhibit A, Part 1, of this Agreement.

Contractor – An individual or entity with whom Client enters into a construction agreement to perform all or a portion of the Work.

Construction Cost – The cost to Client of those portions of the entire Project designed or specified by Consultant. Construction Cost does not include costs of services of Consultant or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Client's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Client. Construction Cost is one of the items comprising Total Project Costs.

Sub-Consultants – Individuals or entities having a contract with Consultant to furnish services with respect to this Project as Consultant's independent professional associates, sub-consultants, subcontractors, or vendors.

Contract Documents – Documents that establish the rights and obligations of the parties engaged in construction and include the construction agreement between Client and Contractor, addenda (which pertain to the Contract Documents), Contractor's bid (including documentation accompanying the bid and any post bid documentation submitted prior to the notice of award) when attached as an exhibit to the construction agreement, the notice to proceed, the bonds, appropriate certifications, the general conditions, the supplementary conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all written amendments, change orders, work change directives, field orders and Consultant's written interpretations and clarifications issued on or after the effective date of the construction agreement. Approved shop drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Consultant to Client pursuant to this Agreement.

Drawings – That part of the Contract Documents prepared or approved by Consultant which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Reimbursable Expenses – The expenses incurred directly by Consultant in connection with the performing or furnishing of Basic and Additional Services for the Project.

Resident Project Representative – The authorized representative of Consultant, if any, assigned to assist Consultant at the Site during the Construction Phase. The Resident Project Representative will be Consultant's agent or employee and under Consultant's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Client. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit C.

Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Consultant or other design professionals and consultants, together with such other Project-related costs that Client furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Client's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Client.

Work – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

ARTICLE 8. EXHIBITS AND SPECIAL PROVISIONS

Exhibits Included:

Exhibit A, "Scope of Services," consisting of 2 pages.

Exhibit B, "Payments to Consultant for Services and Reimbursable Expenses," consisting of 2 pages.

Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 0 pages.

Exhibit D, "Special Provisions," consisting of 0 pages.

Designated Representatives: With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

Effective Date: The Effective Date of this Agreement shall be the date on which this Agreement is fully executed by Client and Consultant. However, Consultant offers this Agreement to Client and if said Agreement is not fully executed by Client within 30 days of Consultant's signature, said offer of Agreement will be null and void.

Guarantee: As additional security to Consultant, and as additional consideration for services rendered by Consultant, the undersigned for the Client agree to personally and faithfully guarantee payment by Client, including interest and all costs of collection incurred by Consultant, including reasonable attorney's fees, regardless of whether formal legal action is instituted in the collection of past due balances. The undersigned waive notice of acceptance of this guarantee, notice of any extension in time of payment, and all other notices to which the undersigned may be entitled by law, including demand against Client and consent to the above agreement subject to this guarantee being assigned without notice to me. Guarantee is not applicable to public agencies.


Total Agreement: This Agreement (consisting of pages 1 to 9 inclusive, together with the exhibits identified above) constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 27th day of May, 2021 at Christian County, Missouri.

DATED: 5/27/2021


Ralph Phillips, Presiding Commissioner

DATED: 5-27-2021


Hosea Bilyeu, Western Commissioner

DATED: 5/27/21


Lynn Morris, Eastern Commissioner

Attested By:


Kay Brown, Christian County Clerk

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.


Amy Dent, Christian County Auditor

APPROVED AS TO FORM:


John W. Housley, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

11. Make application to the Missouri Department of Natural Resources if a Phase I or Phase II Cultural Resource Assessment is deemed necessary, arrange to have the site examined by a qualified archaeologist, including attending necessary meetings;
12. Make application to the US Department of Agriculture for a Farmland Development Permit;
13. Make application to the County Floodplain Administrator for the Floodplain Development permit and if possible to achieve submit a no-rise certificate to the County Floodplain Administrator, if not, then **submit a CLOMR on a supplemental basis**;
14. Review compliance with all regulations in regards to noise abatement and air quality, if necessary, including testing for the presence of lead and asbestos;
15. Coordinate with United States Fish & Wildlife (USF&W) and Missouri Department of Conservation (MDC) to obtain official species list of project site. Compile Threatened and Endangered Species Report to submit to MoDOT;
16. Provide the Local Agency with completed plans, specifications, and cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation;


B. BIDDING PHASE SERVICES -. Engineer's services will include more specifically as follows:

1. Provide the Local Agency with a list of area bidders and assist Local Agency in advertising for bids;
2. Assist the Local Agency with answering bidder's question through addendums;
3. Assist the Local Agency in evaluating bids and requesting concurrence in award;
4. Assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;

C. CONSTRUCTION PHASE SERVICES – Construction phase services scope and fee will be negotiated at a later date.

Consultant: Great River Associates, Inc. (dba Great River Engineering)

DATED: May 5, 2021


Mel Eakins (May 5, 2021 13:00 CDT)
Mel Eakins, Principal

Attested By:

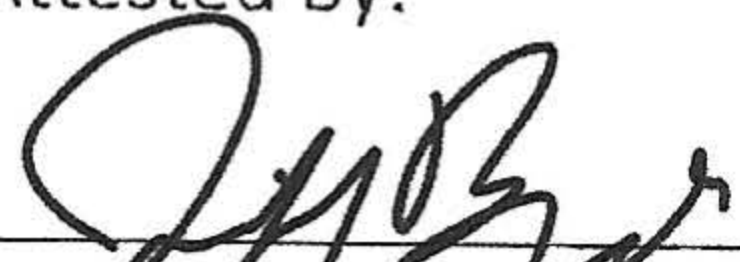

Jeff Banderet, Project Manager

EXHIBIT B
PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.1 Compensation For Basic Services – Standard Hourly Rates Method of Payment

Client shall pay Consultant for Basic Services set forth in Exhibit A on an hourly basis as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's Sub-Consultant's charges, if any.
2. The total compensation for services under Paragraph B.1 is **estimated to be \$282,171.40** based on the following assumed distribution of compensation:

Task A – Design Phase: \$272,011.40

Task B – Bidding Phase: \$10,160.00

3. Consultant may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Client.

B.2 Standard Hourly Rate Schedule

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (as of January 1 of each year) to reflect equitable changes in the compensation payable to Consultant. The Consultant's current Standard Hourly Rates are:

Engineer 0	\$70.00/hour	Land Surveyor 4	\$110.00/hour
Engineer 1	\$95.00/hour	Land Surveyor 5	\$130.00/hour
Engineer 2	\$105.00/hour	Land Surveyor 6	\$150.00/hour
Engineer 3	\$130.00/hour	GIS Specialist	\$90.00/hour
Engineer 4	\$145.00/hour	Inspector 1	\$75.00/hour
Engineer 5	\$155.00/hour	Inspector 2	\$85.00/hour
Engineer 6	\$165.00/hour	Inspector 3	\$95.00/hour
Engineer 7	\$175.00/hour	Inspector 4	\$110.00/hour
Engineer 8	\$190.00/hour	Inspector 5	\$120.00/hour
Landscape Architect & Environmental Specialist 1	\$120.00/hour	Technician 1	\$75.00/hour
Landscape Architect & Environmental Specialist 2	\$130.00/hour	Technician 2	\$95.00/hour
Geologist	\$150.00/hour	Technician 3	\$105.00/hour
Land Surveyor 0	\$50.00/hour	Technician 4	\$115.00/hour
Land Surveyor 1	\$60.00/hour	Administrative 1	\$45.00/hour
Land Surveyor 2	\$85.00/hour	Administrative 2	\$60.00/hour
Land Surveyor 3	\$100.00/hour	Administrative 3	\$75.00/hour
		Administrative 4	\$90.00/hour
		Administrative 5	\$110.00/hour

B.3 Compensation For Additional Services – Standard Hourly Rates Method of Payment

Client shall pay Consultant for Additional Services, if any, as follows:

1. For services of Consultant's employees engaged directly on the Project not specifically described as Basic Services in Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Consultant's Sub-Consultant's charges, if any.

Scope of Services

A. DESIGN PHASE - The Engineer will:

1. Work with Local Agency to assess needs for the project.
2. Conduct topographic, property and utility surveys sufficient to develop plans for the project;
3. conduct subsurface investigations, including trees clearing and access creation;
4. conduct traffic study including:
 - a. Obtain 24 Hour Traffic Counts at 2 locations, Symnra Road east of proposed bridge and Hawkins / Greenbridge Road west of 90 degree curve northwest of new intersection;
 - b.
 - c. Intersection turning movement analyses for proposed intersection;
 - d. Compile Report with Exhibits and 20-year traffic projections and make recommendations for proposed improvements including Lane widths and Shoulders vs. Curb and Gutter;
5. Conduct hydraulic studies, prepare alternative designs and cost estimates, develop a maximum of three (3) conceptual designs, preliminary plans, and recommend to the Local Agency the overall general design based on these studies;
6. Attend a maximum of three (3) public/stakeholder meetings;
7. Contact utility companies present within project limits and request relocation plan, if needed;
8. Prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project;
9. Secure adequate property title information thru title company in necessary, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project (maximum of 4 property owner meeting trips near bridge site); if deemed necessary, arrange to have Right-of-Way appraisals and purchase negotiations with land owners;
10. Make application to the U.S. Army Corps of Engineers; and **if deemed necessary, arrange to have the site examined by a qualified professional to determine wetlands impact on a subcontract/supplemental agreement basis;**

2. For those Reimbursable Expenses that are not specifically accounted for in the compensation for Basic Services in Exhibit A and are directly related to the provision of Additional Services, Client shall pay Consultant for said reimbursable expense.

B.4 Other Provisions Concerning Payment

1. Whenever Consultant is entitled to compensation for the charges of Consultant's Sub-Consultants, those charges shall be the amounts billed by Consultant's Sub-Consultants to Consultant times a factor of 1.1.
2. Factors. The external Reimbursable Expenses and Consultant's Sub-Consultant's factors include Consultant's overhead and profit associated with Consultant's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts: (1) Consultant's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Consultant under the Agreement; (2) When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Consultant that a compensation amount thus estimated will be exceeded, Consultant shall give Client written notice thereof. Promptly thereafter Client and Consultant shall review the matter of services remaining to be performed and compensation for such services. Client shall either agree to such compensation exceeding said estimated amount or Client and Consultant shall agree to a reduction in the remaining services to be rendered by Consultant, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Consultant exceeds the estimated amount before Client and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining services, the Consultant shall be paid for all services rendered hereunder.
4. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A; and, if authorized in advance by Client, overtime work requiring higher than regular rates. In addition, if authorized in advance by Client, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
5. The amounts payable to Consultant for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
6. For purposes of the following notice required by Missouri law, "contractor" means Consultant:

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.




GRE Agreement with Christian County for Greenbridge Replacement

Final Audit Report

2021-05-05

Created:	2021-05-05
By:	Jeff Banderet (jbanderet@greatriv.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAm2jl0wBJ6VGw-A-H6PaAiGnV2eT4dlk4

"GRE Agreement with Christian County for Greenbridge Replacement" History

-  Document created by Jeff Banderet (jbanderet@greatriv.com)
2021-05-05 - 5:49:50 PM GMT- IP address: 65.254.97.52
-  Document emailed to Mel Eakins (mel@greatriv.com) for signature
2021-05-05 - 5:50:37 PM GMT
-  Email viewed by Mel Eakins (mel@greatriv.com)
2021-05-05 - 6:00:08 PM GMT- IP address: 107.77.210.70
-  Document e-signed by Mel Eakins (mel@greatriv.com)
Signature Date: 2021-05-05 - 6:00:51 PM GMT - Time Source: server- IP address: 107.77.210.70
-  Agreement completed.
2021-05-05 - 6:00:51 PM GMT



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

May 27, 2021

RF Sealing and Striping, LLC
Attn: Richard Fulp
23499 Lawrence 1230
Aurora, MO 65605

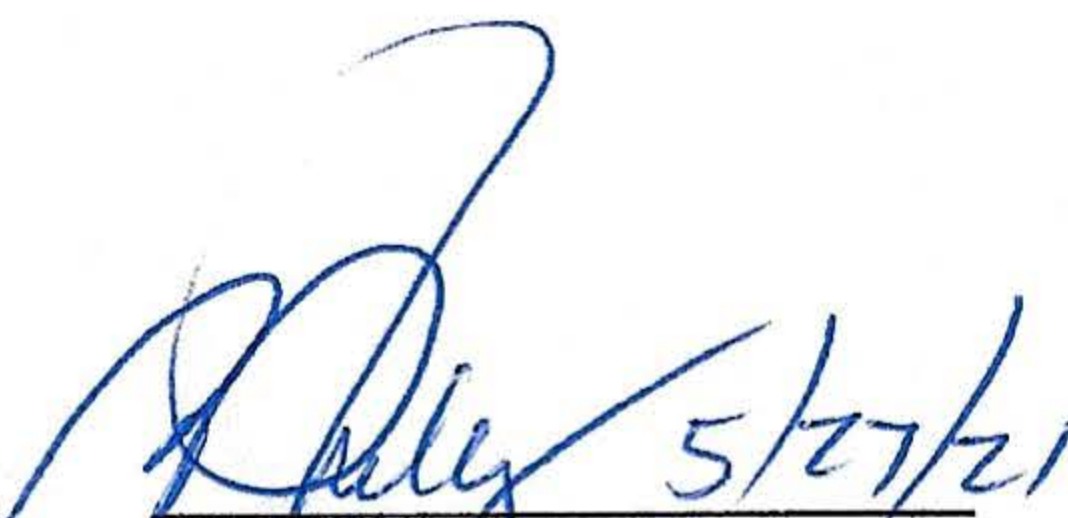
Dear Mr. Fulp,

The Christian County Commission voted in session today to renew the bid for County Wide Pavement Marking, Striping and Sealing.

We thank you for participating in the bidding process and look forward to doing business with you.

Sincerely,


Hosea Bilyeu
Western Commissioner


Ralph Phillips
Presiding Commissioner


Lynn Morris
Eastern Commissioner