



## Christian County Commission

100 West Church St, Room 100  
Ozark, MO 65721

**SCHEDULED**

**MEETING ATTACHMENTS (ID # 5282)**

Meeting: 07/22/21 08:55 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5282

# Meeting Attachments

## ATTACHMENTS:

- 072221 CERTIFIED COURT ORDER NO. 07-22-2021-01 (PDF)
- 072221 GREAT RIVER ANNUAL SERVICES CONTRACT - HIGHWAY DEPT\_ (PDF)
- 072221 BID - PLAT CABINET ENVELOPES - ELKINS-SWYERS COMPANY INC\_ (PDF)
- 072221 I-44 LETTER OF SUPPORT - SENATOR BLUNT (PDF)

The Treasurer is hereby ordered to pay the following entities:

RECEIVED *cf. 6:50 AM*  
 JUL 20 2021  
 KAY BROWN  
 COUNTY CLERK

CART

July 21, 2021

Receipt #:

July 2021 Term

AMOUNT RECEIVED		222-43354	150,770.37	Check #
BRIDGE		15.00%	22,615.56	
	ROAD MILES			
COMMON 1	297.51	29.67%	44,733.57	
COMMON 2	280.69	27.99%	42,200.63	
BILLINGS SPECIAL	103.25	10.30%	15,529.35	
GARRISON SPECIAL	24	2.39%	3,603.41	
OZARK SPECIAL	102.97	10.27%	15,484.12	
SELMORE SPECIAL	27.5	2.74%	4,131.10	
SOUTH SPARTA SPECIAL	11.1	1.11%	1,673.55	
STONESHIRE SPECIAL	5.3	0.53%	799.08	
TOTAL ROADS	852.32	100.00%	128,154.81	
TOTAL BRIDGE			22,615.56	
TOTAL DISBURSED			150,770.36	

*R. Phillips* 7/22/21  
 Presiding Commissioner Ralph Phillips

*Absent*  
 Western Commissioner Hosea Bilyeu

*Lynn Morris* 7/22/21  
 Eastern Commissioner Lynn Morris

IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 22nd day of July, 2021.

*Kay Brown*  
 Kay Brown, Clerk of the County Commission

CART

July 21, 2021

Receipt #:

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TOTAL BRIDGE			22,615.56	
TOTAL DISBURSED			150,770.36	

Total disbursed line should be \$150,770.37 and was noted in Commission minutes on 7-22-21

# 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: General Engineering Services ("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:**

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 Consultant's Insurance:**

Consultant shall maintain worker's compensation and employer's liability insurance in conformance with applicable Missouri State Law. In addition, the Consultant shall also maintain during the term of this Contract, at its own cost and expense, comprehensive general liability insurance coverage, with a minimum limit of liability up to at least the statutory liability damage caps for Missouri Public Entities calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, as of January 1 for each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. For example, during the balance of 2021 calendar year, Consultant shall provide coverage with limits of not less than \$441,130 with respect to injuries, and/or death of any one person in a single occurrence, \$2,940,868 for all claims arising out of a single occurrence and in an amount of not less than one million dollars for all claims for property damage arising out of a single occurrence. Applicable insurance coverage and limits sufficient to be equal to or greater than Christian County statutory sovereign immunity caps may be determined with any applicable umbrella excess liability insurance coverage maintained by the Consultant. The cost of the coverage is included in quoted fees.

All insurance policies required by the Contract shall be taken out and maintained with insurance companies qualified to do business in the State of Missouri; shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least thirty (30) days before the cancellation or revision becomes effective. All insurance policies required by this Contract shall name Christian County, all of its elected officials and employees as additional insureds on the Certificate of Insurance. A copy of the endorsement confirming coverage shall accompany the insurance certificate.

#### **6.6 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.

#### **6.7 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 here:

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 or 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.

#### **6.8 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.

#### **6.9 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.

#### **6.10 Indemnification, Allocation of Risks, and Waiver:**

1. PERCENTAGE SHARE OF NEGLIGENCE. TO THE FULLEST EXTENT PERMITTED BY LAW, A PARTY'S TOTAL LIABILITY TO THE OTHER PARTY AND ANYONE CLAIMING BY, THROUGH, OR UNDER THE OTHER PARTY FOR ANY COST, LOSS, OR DAMAGES CAUSED IN PART BY THE NEGLIGENCE OF THE PARTY AND IN PART BY THE NEGLIGENCE OF THE OTHER PARTY OR ANY OTHER NEGLIGENT ENTITY OR INDIVIDUAL, SHALL NOT EXCEED THE PERCENTAGE SHARE THAT THE PARTY'S NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE OF CLIENT, CONSULTANT, AND ALL OTHER NEGLIGENT ENTITIES AND INDIVIDUALS OR THE AMOUNT OF LIABILITY INSURANCE COVERAGE AVAILABLE TO SAID PARTY UNDER THIS AGREEMENT, WHICHEVER IS LESS.
2. AGREEMENT NOT TO CLAIM FOR COST OF CERTAIN CHANGE ORDERS. CLIENT RECOGNIZES AND EXPECTS THAT CERTAIN CHANGE ORDERS MAY BE REQUIRED TO BE ISSUED AS THE RESULT IN WHOLE OR PART OF IMPRECISION, INCOMPLETENESS, ERRORS, OMISSIONS, AMBIGUITIES, OR INCONSISTENCIES IN THE DRAWINGS, SPECIFICATIONS, AND OTHER DESIGN DOCUMENTATION FURNISHED BY CONSULTANT OR IN THE OTHER PROFESSIONAL SERVICES PERFORMED OR FURNISHED BY CONSULTANT UNDER THIS AGREEMENT ("COVERED CHANGE ORDERS"). ACCORDINGLY, CLIENT AGREES NOT TO SUE AND OTHERWISE TO MAKE NO CLAIM DIRECTLY OR INDIRECTLY AGAINST CONSULTANT ON THE BASIS OF PROFESSIONAL NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE WITH RESPECT TO THE COSTS OF COVERED CHANGE ORDERS ON A SPECIFIC PROJECT UNLESS THE COSTS OF SUCH COVERED CHANGE ORDERS EXCEED 5% OF CONSTRUCTION COST FOR THAT SPECIFIC PROJECT, AND THEN ONLY FOR AN AMOUNT IN EXCESS OF SUCH PERCENTAGE. CLIENT FURTHER AGREES NOT TO SUE AND OTHERWISE TO MAKE NO CLAIM DIRECTLY OR INDIRECTLY AGAINST CONSULTANT WITH RESPECT TO ANY COVERED CHANGE ORDER NOT IN EXCESS OF SUCH PERCENTAGE STATED ABOVE, AND CLIENT AGREES TO HOLD CONSULTANT HARMLESS FROM AND AGAINST ANY SUIT OR CLAIM MADE BY THE CONTRACTOR RELATING TO ANY SUCH COVERED CHANGE ORDER.
3. LIMITATION OF REMEDIES. CONSULTANT'S AGGREGATE LIABILITY RESPONSIBILITY TO CLIENT, INCLUDING THAT OF CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, AND SUB-CONSULTANTS, IS LIMITED TO \$50,000 OR THE AMOUNT OF CONSULTANT'S FEE UNDER THIS AGREEMENT, WHICHEVER IS LESS. THIS LIMITATION OF REMEDY APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS, WHETHER IDENTIFIED AS ARISING IN TORT, CONTRACT OR OTHER LEGAL THEORY RELATED TO CONSULTANT'S SERVICES UNDER THIS AGREEMENT AND ANY CONTINUATION OR EXTENSION OF CONSULTANT'S SERVICES.
4. IF CLIENT DESIRES A HIGHER LIMITATION, CONSULTANT MAY AGREE, AT CLIENT'S REQUEST, TO INCREASE THE LIMITATION OF REMEDY AMOUNT TO A GREATER SUM IN EXCHANGE FOR A NEGOTIATED INCREASE IN CONSULTANT'S FEE. ANY ADDITIONAL CHARGE FOR A HIGHER LIMIT IS CONSIDERATION FOR THE GREATER RISK ASSUMED BY CONSULTANT AND IS NOT A CHARGE FOR ADDITIONAL PROFESSIONAL LIABILITY INSURANCE. ANY AGREEMENT TO INCREASE THE LIMITATION OF REMEDY AMOUNT MUST BE MADE IN WRITING AND SIGNED BY BOTH PARTIES IN ADVANCE OF THE EXECUTION OF THIS AGREEMENT.
5. WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT WAIVES ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PROJECT, AGAINST CONSULTANT AND CONSULTANT'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INSURERS, PARTNERS, AND SUB-CONSULTANTS.

#### **6.11 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 1 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 3 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 8 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 executed this Agreement, the Effective Date of which shall be the latter of the execution dates shown below.

<p>Client: <u>Christian County, Missouri</u></p> <p>Required signatures for Client include: All Officers and Directors for Corporations, all members for Limited Liability Companies, and each individual for Individuals.</p> <p>Date Signed: _____</p> <p>Signature: _____</p> <p>Name: _____ Title: _____</p> <p>Signature: _____</p> <p>Name: _____ Title: _____</p> <p>Address for giving notices: _____ _____</p> <p>Designated Representative:</p> <p>Name: _____ Title: _____</p> <p>Phone Number: _____ Fax Number: _____</p> <p>Email: _____</p>	<p>Consultant: <b><u>Great River Associates, Inc. (dba Great River Engineering)</u></b></p> <p>Date Signed: <u>Jul 21, 2021</u></p> <p>Signature:  <small>M/E/EA/MS Jul 21, 2021 10:55 CDT</small></p> <p>Name: <u>Guy Eakins</u> Title: <u>Principal</u></p> <p>Address for giving notices: <b><u>2826 S. Ingram Mill Road</u></b> <b><u>Springfield, Missouri 65804</u></b></p> <p>Designated Representative:</p> <p>Name: <u>Jeff Banderet</u> Title: <u>Project Manager</u></p> <p>Phone Number: <u>417-886-7171</u> Fax Number: _____</p> <p>Email: <u><a href="mailto:jbanderet@greatriv.com">jbanderet@greatriv.com</a></u></p>
--	--

Team Leader	Production	Other
	<i>LNC</i>	

**EXHIBIT A**  
**SCOPE OF SERVICES**

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Consultant shall provide Basic and Additional Services as set forth below.

**PART 1 – BASIC SERVICES**

Engineer will provide consulting services to Christian County as requested. These services may include the following:

- Design Services for roadways, bridges, drainage, stormwater, utilities, site improvements, and other miscellaneous projects.
- Surveying Services to include mapping, boundary, topographic surveys, right-of-way documents and other field data collection associated with project design and/or evaluation.
- Geotechnical and Material Testing Services
- Construction Phase Services to include Project Representation to observe construction activities and documentation related to work by Contractor or County crews.
- Landscape Architecture
- Plan Review
- Other Services as requested by the County.

**PART 2 – ADDITIONAL SERVICES**

Any services requested by Client that are not specifically included in Part 1 – BASIC SERVICES shall be considered Additional Services and billed on an hourly basis.

**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.

**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.
3. Standard Hourly rates as of the effective date of the Agreement. Consultant may add job classifications and compensation as changes occur in staffing:

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

**EXHIBIT C**  
**DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE**

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties:

- A. Consultant shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Consultant in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit C may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the Work. However, Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the 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, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
1. *General:* RPR is Consultant's agent at the Site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Consultant and Contractor, keeping Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.
  2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
  3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
  4. *Liaison:*
    - a. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
    - b. Assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-Site operations.
    - c. Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
  5. *Interpretation of Contract Documents:* Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
  6. *Shop Drawings and Samples:*
    - a. Record date of receipt of Samples and approved Shop Drawings.
    - b. Receive Samples which are furnished at the Site by Contractor, and notify Consultant of availability of Samples for examination.
    - c. Advise Consultant and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Consultant.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Consultant. Transmit to Contractor in writing decisions as issued by Consultant.
8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Consultant whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
  - a. Consult with Consultant in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Client's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Consultant appropriate details relative to the test procedures and systems start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.
10. *Records:*
  - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
  - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
  - c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
  - d. Maintain records for use in preparing Project documentation.
  - e. Upon completion of the Work, furnish original set of all RPR Project documentation to Consultant.
11. *Reports:*
  - a. Furnish to Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to Consultant proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Furnish to Consultant and Client copies of all inspection, test, and system start-up reports.



d. Immediately notify Consultant of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Consultant for review and forwarding to Client prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Consultant concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Client or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Consultant.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Client to occupy the Project in whole or in part.

# Christian Co - General Services

Final Audit Report

2021-07-21

Created:	2021-07-21
By:	Lindsey Chaffin (lchaffin@greatriv.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0h_hAvfR0R1UhLuW3i08CGy89bvODsqE

## "Christian Co - General Services" History

-  Document created by Lindsey Chaffin (lchaffin@greatriv.com)  
2021-07-21 - 3:14:15 PM GMT- IP address: 216.21.169.15
-  Document emailed to Mel Eakins (mel@greatriv.com) for signature  
2021-07-21 - 3:14:50 PM GMT
-  Email viewed by Mel Eakins (mel@greatriv.com)  
2021-07-21 - 3:55:21 PM GMT- IP address: 64.22.226.178
-  Document e-signed by Mel Eakins (mel@greatriv.com)  
Signature Date: 2021-07-21 - 3:55:32 PM GMT - Time Source: server- IP address: 64.22.226.178
-  Agreement completed.  
2021-07-21 - 3:55:32 PM GMT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 22 day of July, 2021 at Christian County, Missouri.

DATED: 7/22/21

[Signature]  
Ralph Phillips, Presiding Commissioner

DATED:       

absent  
Hosea Bilyeu, Western Commissioner

DATED: July 22 / 21

[Signature]  
Lynn Morris, Eastern Commissioner

Attested By:

[Signature]  
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.

[Signature]  
Amy Dent, Christian County Auditor

APPROVED AS TO FORM:

[Signature]  
John W. Housley, Attorney at Law  
901 St. Louis Street 20<sup>th</sup> Floor  
Springfield, MO 65806  
Phone: 417-866-7777  
Fax: 417-866-1752



QUOTATION

Original

# ELKINS-SWYERS COMPANY, INC.

301 E. Olive, Springfield, Missouri 65806  
Telephone: 417-869-0506 Fax: 417-862-7248  
www.elkins-swyers.com or find us on 

7/20/2021

TO Christian County Commission  
100 W. Church St, Room 100  
Ozark, Mo 65721

PH

EMAIL

QUANTITY TOTAL	DESCRIPTION	UNIT	
600	<b>Perma Plat Cabinet Envelopes- 24 x 18, Zippered, with Jute Filler</b> Standard numbering on Hangers.	\$15.81	\$9,486.00
	<b>Special Numbering – Per Hanger</b>	\$3.83	
300	<b>Perma Plat Cabinet Envelopes- 24 x 36, Zippered with Jute Filler</b> Standard numbering on hangers	\$22.70	\$6,810.00
	<b>Special Numbering-Per Hanger</b>	\$3.83	
	<b>ESTIMATED FREIGHT IF ALL ORDERED AT ONE TIME</b>		\$350.00
All Prices Subject to Change Without Notice IMPORTANT ! SEE REVERSE SIDE FOR PRINTING SEE REVERSE SIDE FOR PRINTING TRADE CUSTOMS DELIVERY: F.O.B FACTORY			

ELKINS-SWYERS COMPANY, INC.

*Karla Hyde*

# PRINTING TRADE CUSTOMS

Trade Customs have been in general use in the printing industry throughout the United States and Canada for more than 60 years

**QUOTATION** A quotation not accepted within sixty (60) days is subject to review. All prices are based on material costs at the time of quotation.

**ORDERS** Orders regularly placed, verbal or written, cannot be cancelled except upon terms that will compensate the printer against loss incurred in reliance of the order.

**EXPERIMENTAL WORK** Experimental or preliminary work performed at the customer's request will be charged at current rates and may not be used until the printer has been reimbursed in full for the amount of the charges billed.

**CREATIVE WORK** Creative work, such as sketches, copy, dummies, and all preparatory work developed and furnished by the printer, shall remain his exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by the printer, and not expressly identified and included in the selling price.

**CONDITION OF COPY** Upon receipt of original copy or manuscript, should it be evident that the condition of the copy differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.

**PREPARATORY MATERIALS** Working mechanical art, type, negatives, positives, flats, plates, and other items when supplied by the printer, shall remain his exclusive property unless otherwise agreed in writing.

**ALTERATIONS** Alterations represent work performed in addition to the original specification. Such additional work shall be charged at current rates and be supported with documentation upon request.

**PRE-PRESS PROOFS** Pre-press proofs shall be submitted with original copy. Corrections are to be made on "master set," and returned marked "O.K." or "O.K. with Corrections" and signed by customer. If revised proofs are desired, request must be made when proofs are returned. Printer cannot be held responsible for errors under either or both of the following conditions: if the customer has failed to return proofs with indication of changes, or if the customer has instructed printer to proceed without submission of proofs.

**PRESS PROOFS** Unless specifically provided in printer's quotation, press proofs will be charged at current rates. An inspection sheet of any form can be submitted for customer approval, at no charge, provided customer is available at the press during the time of makeready. Lost press time due to customer delay, or customer changes and corrections, will be charged at current rates.

**COLOR PROOFING** Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery.

**OVER-RUNS AND UNDER-RUNS** Over-runs or under-runs not to exceed 10% on quantities ordered, or the percentage agreed upon, shall constitute acceptable delivery. Printer will bill for actual quantity delivered within this tolerance. If customer requires guaranteed exact quantities, the percentage tolerance must be doubled.

**CUSTOMER'S PROPERTY** The printer will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the customer while such property is in the printer's possession; printer's liability for such property shall not exceed the amount recoverable from such insurance. Customer's property of extraordinary value shall be insured through mutual agreement.

**DELIVERY** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. local customer's place of business or F.O.B. printer's platform for out-of-town customers. Proposals are

based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Charges related to delivery from customer to printer, or from customer's supplier to printer, are not included in any quotations unless specified. Special priority pickup or delivery service will be provided at current rates upon customer's request. Materials delivered from customer or his suppliers are verified with delivery ticket as to cartons, packages, or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and the printer cannot, accept liability for shortage based on supplier's tickets. Time for finished work shall pass to the customer upon delivery to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first.

**PRODUCTION SCHEDULES** Production schedules will be established and adhered to by customer and printer, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, action of government or civil authority and acts of God or other causes beyond the control of customer or printer. Where production schedules are not adhered to by the customer, final delivery date(s) will be subject to renegotiation.

**CUSTOMER-FURNISHED MATERIALS** Paperstock, inks, camera copy, film, color separations, and other customer-furnished material shall be manufactured, packed, and delivered to the printer's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the customer.

**TERMS** Payment shall be whatever was set forth in quotation or invoice unless otherwise provided in writing. Claims for defects, damages, or shortages must be made by the customer in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.


**LIABILITY** Printer's liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost). As security for payment of any sum due or to become due under terms of any agreement, printer shall have the right, if necessary, to retain possession of, and shall have a lien on, all customer property in printer's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptance, or guarantee of payment shall not affect such security interest and lien.

**INDEMNIFICATION** The customer shall indemnify and hold harmless the printer from any and all loss, cost, expense, and damages including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against the printer on grounds alleging that the said printing violates any copyrights or any proprietary right of any person, or that it contains any matter that is libelous or obscene or scandalous, or invades any person's right to privacy or their personal rights, except to the extent that the printer contributed to the matter. The customer agrees, at the customer's own expense, to promptly defend and continue the defense of any such claim, demand, action, or proceeding that may be brought against the printer, provided that the printer shall promptly notify the customer with respect thereto, and provided further that the printer shall give the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

**XXXVI. Declaration:**

The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. **Signature required below confirming understanding of this statement.**

Doing Business as (DBA) Name <i>Elkins-Swyers Company</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>Same as</i>
Mailing Address <i>301 E. Olive</i>	IRS Form 1099 Mailing Address <i>Same as</i>
City, State, Zip Code <i>Springfield, Mo. 65806</i>	City, State, Zip Code <i>same as</i>

Contact Person <i>Cory Nibert</i>	Email Address: <i>cnibert@elkins-swyers.com</i>
Phone Number <i>417-869-0506</i>	Fax Number: <i>417-862-7248</i>
<b>Authorized Signature</b> 	<b>Date</b> <i>7-20-2021</i>

**List three (3) business references:**

**1st**

Company Name: Jasper County Clerk Representative Name: Charlie Davis  
Address 302 S. Main St. City Carthage, Mo. State Mo. Zip 64836  
Business Phone 417-358-0416 Business Fax 417-358-0415 Cellular Phone \_\_\_\_\_

email address if available

**2nd**

Company Name: Greene County Clerk Representative Name: Shane Schoeller  
Address 940 N. Boonville Ave. City Springfield, Mo. State Mo. Zip 65802  
Business Phone 417-868-4055 Business Fax 417-868-4170 Cellular Phone \_\_\_\_\_

email address if available

**3rd**

Company Name: Buchanan County Clerk Representative Name: Mary Baack-Garvey  
Address 411 Jules Room 121 City St. Joseph, Mo. State Mo. Zip 64501  
Business Phone 816-271-1412 Business Fax 816-271-1535 Cellular Phone \_\_\_\_\_

email address if available



# 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

July 22, 2021

The Honorable Roy Blunt  
260 Russell State Office Building  
Washington DC 20510

Dear Senator Blunt,

The Christian County Commission would like to request your support for Congressionally Directed funding for I-44 through Springfield, Missouri. The I-44 project will widen I-44 to six lanes between Glenstone (Business 44) and US160, replace six deficient bridges and upgrade connected interchange ramps. Without additional federal investment, the project is simply too large to afford in a single year and will likely take over 10 years to complete. Currently, MoDOT is planning to widen the first section of I-44 beginning in 2024.

Here are some talking points for I-44:

- The Ozarks Transportation Organization has identified this need as one of the Top 5 transportation priorities for the southwest Missouri region
- We request \$48 million in federal funds (above the line) to be matched with state revenue from the motor fuel tax. If needed, this project can be phased into smaller sections
- Phase I improvements from US 65 to Glenstone are planned for 2024 (which will be used to match any federal funds received)
- Phase II improvements are in need of funding which includes a six-lane facility with auxiliary lanes. This includes federally required sound walls from Glenstone to US 160.
- Nearly 30% of the traffic on I-44 is commercial. The Missouri Statewide Freight Plan is projecting continued increase in commercial traffic to 40% or more by 2040.
- Over 51,000 cars a day utilize this section of I-44 with a 22% increase anticipated by 2045.
- The Kansas Expressway and Kearney Street corridors are also at capacity, some of which can be attributed to commuters avoiding congestion on I-44
- First responders do not have room to work and keep one lane open when accidents occur. This happens on a weekly basis, causing a full directional closing of I-44 for an average of two hours per crash. Secondary crashes occur due to backed up traffic from the primary accident, placing emergency workers in even more harm.
- I-44 runs from Wichita Falls, Texas to St. Louis, Missouri and is a major east west route
- I-44 is within 500 miles of 43% of the US population and 44% of all US Manufacturing plants
- I-44 carries 46 million tons of freight annually worth more than \$100 million
- Nearly 25 Percent of the freight carried on I-44 are agricultural products grown in rural counties
- I-44 was constructed in the 1950s and 60s and is need of an upgrade after 60 plus years of service to our country

Website: [christiancountymo.gov](http://christiancountymo.gov)  
Email: [countycommission@christiancountymo.gov](mailto:countycommission@christiancountymo.gov)





# 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

The Christian County Commission supports additional funding for I-44 and we would like to thank you for your consideration of including congressionally directed funding in upcoming appropriations or infrastructure bills.

Sincerely,

Ralph Phillips//  
Presiding Commissioner  
Christian County Missouri