



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5531)

Meeting: 07/30/26 9:00 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Madi Hires

Initiator: Madi Hires

Sponsors:

Doc ID: 5531

Meeting Attachments

ATTACHMENTS:

- 1 - 30 JULY 2026 FINANCIAL - CERTIFIED COMMISSION ORDER NO. 07-30-2026-01
- 2 - COVER SHEET - RECORDER QUARTERLY REPORT
- 3 - 30 JULY 2026 - RECORDER - QUARTERLY REPORT
- 4 - COVER SHEET - HIGHWAY DEPARTMENT - QUARTERLY REPORT
- 5 - 30 JULY 2026 - HIGHWAY DEPARTMENT - QUARTERLY REPORT
- 6 - COVER SHEET - CONTRACT AWARD - ENGINEERING SERVICES
- 7 - 30 JULY 2026 - CONTRACT AWARD - ENGINEERING SERVICES - CJW TRANSPORTATION CONSULTANTS LLC
- 8 - 30 JULY 2026 - CONTRACT AWARD - ENGINEERING SERVICES - OWN, INC.
- 9 - 30 JULY 2026 - CONTRACT AWARD - ENGINEERING SERVICES - SHAFFER & HINES, INC.
- 10 - 30 JULY 2026 - CONTRACT AWARD - ENGINEERING SERVICES - WILSON & COMPANY, INC.
- 11 - COVER SHEET - COUNTY MAINTENANCE FOR US FOREST SERVICE ROADS
- 12 - COVER SHEET - PROJECT AWARD - KELTNER ROAD SLAB #2
- 13 - 30 JULY 2026 - KELTNER ROAD SLAB #2 - BID TAB
- 14 - 30 JULY 2026 - AWARD LETTER - KELTNER RD SLAB #2 - AT URBAN DEVELOPMENT
- 15 - COVER SHEET - CHRISTIAN COUNTY BOARD UPDATES

CERTIFIED COMMISSION ORDER# 07-30-2026-01

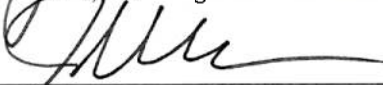
The Treasurer is hereby ordered to pay the following entities:

COUNTY AID ROAD TRUST (CART)				
7/23/2026				July 2026 Term
Receipt #:				
MOTOR FUEL TAX				\$195,516.21
MOTOR VEHICLE SALES TAX				\$37,720.12
MOTOR VEHICLE FEE INCREASES				\$13,334.56
TOTAL RECEIVED		222-43354		\$246,570.89
BRIDGE (15% AS REQUIRED BY STATUTE)		15%		\$36,985.63
TOTAL TO BE DIVIDED AMONG ROAD DISTRICTS				\$209,585.26
	MILES			
COMMON 1	273.51	33.118204054%		\$69,410.87
COMMON 2	285.20	34.533698206%		\$72,377.54
BILLINGS SPECIAL	103.25	12.502119003%		\$26,202.60
GARRISON SPECIAL	15.88	1.922844066%		\$4,030.00
OZARK SPECIAL	101.12	12.244206040%		\$25,662.05
SELMORE SPECIAL	30.50	3.693119899%		\$7,740.23
SOUTH SPARTA SPECIAL	11.10	1.344053472%		\$2,816.94
STONESHIRE	5.30	0.641755261%		\$1,345.02
TOTAL ROADS	825.86	100.00%		\$209,585.26

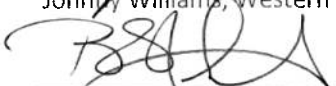
Calculations prepared by the Highway Administrator


Lynn Morris, Presiding Commissioner

7/29/26
Date


Johnny Williams, Western Commissioner

7-30-26
Date


Bradley A. Jackson, Eastern Commissioner

7-30-26
Date



IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 30th day of July, 2026.


Paula Brumfield, Clerk of the County Commission



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Recorder Quarterly Report

Kelly Hall

2nd quarter report

ATTACHMENTS:

2nd quarter report

Requested by: khall@christiancountymo.gov 2026-07-21 08:40

Updated: 2026-07-21 09:01

Kelly Hall, Recorder of Deeds

Christian County, Missouri

Monthly Activity Summary

Report Dates: 04/01/2026 to 06/01/2026

Counts

2nd quarter

Copy Fees - \$1163.00
eRecordings - \$106568.00
Federal TaxLien - 14 Documents
Federal TaxLien Releases - 5 Documents
Land Instruments - 2883 Documents
Land Non-Standard Fees - 27 Documents
Marriage Certified Copy - 215 Documents
Marriage License - 136 Documents
Military Sep - 4 Documents
Plats - 5 Documents
State TaxLien - 0 Documents
State TaxLien Releases & Expunge - 0 Documents
Surveys - 29 Documents

Kelly Hall, Recorder of Deeds

Christian County, Missouri

2nd quarter

Fee Allocation

Report Dates: 04/01/2026 to 06/30/2026

Account Description	Account Code	Deposit Amount
GENERAL REVENUE	100-000-4265	\$105,612.75
RECORDER TECHNOLOGY	100-000-4266	\$35,240.84
RECORDER USER FEE	100-000-4267	\$9,749.00
SHELTER FUND	100-000-4268	\$995.00
STATE USER FEE	100-000-4269	\$9,024.00
STATE POOL	100-000-4270	\$8,626.00
MISSOURI HOUSING TRUST	100-000-4271	\$12,939.00
CHILDRENS TRUST (ML APP)	100-000-4272	\$2,985.00
CHILDRENS TRUST (ML CERT)	100-000-4273	\$2,198.00
CERF FUND	100-000-4285	\$31,716.00
GENERAL REVENUE - COPIES LAND	GENREV-COPY-LAND	\$1,737.00
GENERAL REVENUE - COPIES ML	GENREV-COPY-ML	\$629.00
OVERPAYMENTS	OVER	\$12.00
Total of Allocations		\$221,463.59



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Highway Department Q2 Update

Miranda Beadles

Second quarter update for Christian County Highway Department.

ATTACHMENTS:

Q2 Update

Requested by: mbeadles@christiancountymo.gov 2026-07-23 14:54

07-30-2026

Bridge Projects

C1 Red Bridge Design: USFS following SHPO procedures for historic bridge, bridge was advertised during Q2. One LOI was received but deemed not feasible by USFS. Issue of bridge ownership has been resolved; there will be a future meeting for approval of MOA.

C2 Hawkins Bridge Design: Hawkins family requested an appraisal (a validation of appraisals also required by MoDOT), working through ROW negotiations. Waiting on response from Hawkins Family.

C1 Chadwick Rd Bridge over Cedar Creek, FLAP Grant: Contract approved with Wilson & Co. for design. County has asked for additional funding from EFL to cover full replacement of bridge, instead of partial. MoDOT coordinating.

Major Roadway Projects

C2 Sanders Valley Safety Improvements: ROW negotiations (TCE's only). Construction is expected in FY27.

C1 Cottonwood Right of Way Acquisition: Completed in Q2.

C2 Tracker Rd & Nicholas Rd Improvements: Contract approved with CJW. Counts collected prior to school being dismissed for summer. A draft Intersection Control Evaluation has been submitted, comments pending.

C2 Holder Rd Box Culvert Grant: Phase 2 approval "denied", grant dismissed. Commission was copied on letter dated May 20, 2026. May be able to use soft-match funding and will be faster process.

C1 Keltner Rd Slab #2 Project: Bid opening results soon.

C1 Rosemead Rd Stormwater Design: Right-of-way negotiations driving project redesign. Site meeting with neighbors scheduled for end of July/beginning of August.

C1 Oldfield Rd Stormwater Project: Survey & Geotech complete. Options sent for County review, including box culverts and a reinforced concrete pipe option.

C2 Merritt & Carob Stormwater Project: Survey & prelim layout complete.

C2 Jonesville Rd Improvement Project: Survey complete, working on prelim design.

General Projects

TEAP Grant: Completed. Over 1,300 signs collected during the week of 6/22.

Stormwater & Roadway Plan Review: 417 Property Bros, Country River Estates, Chadwick Rd Private Development, Santa Fe Road Private Development.

Riverside Road Right-of-Way: Final survey docs provided to counsel for City of Ozark and County on June 25, 2026.

C2 completed a slab on Goff Creek Rd, in-house forces.

C2 assisted MoDOT with a culvert replacement at Tory Creek and State Hwy O.

ARPA Projects

Design:

- C2 Tracker Rd Area-Wide Detention Design
 - Final stages: Possibility of work within County right-of-way to assist until detention can be built.
- C2 Wilson Rd River Crossing Plan
 - Plans complete, bid docs complete. Awaiting approval and funding (no estimated time-frame).
- C2 James River Master Plan
 - Complete and shared with P&D for MS4 update.
- C2 Oak Grove Neighborhood Stormwater & Water Quality Design
 - Plans complete, bid docs complete. Awaiting approval and funding (no estimated time-frame).
- C2 Dry Hollow Bridge Design
 - Plans, specs and bid docs nearly complete. Will also require future funding opportunities.

In-House Forces

- Asphalt Work: 557.28 hrs, \$133,983.87
- Culvert Work: 472.00 hrs, \$44,697.80
- Hauling material & Grading: 971.74 hrs, \$156,888.68
- Tree Work: 1,439.70 hrs, \$134,578.58
- Brush Cutting: 2,089.86, \$435,548.55

Annual Resurfacing Program: In-Progress

C1	HMA	C/S	2-C/S	Tree Clearing
Total (LF)	26,477	5,988	15,296	
Total (Mi)	5.01	1.13	2.90	
Tons	6,148.3			
Total Cost	581,024.97	22,035.84	116,959.72	60,000.00

HMA: Mooney, Bornmann, Arbour, Swan Cave, Praire Ridge, Larkspur

SCS: Monarch, Temple Hill, Martins Brach, Stewart Creek

DCS: Larose, Patterson, Rustic, Ellison

C2	HMA	C/S	2-C/S	Tree Clearing
Total (LF)	42,065	60,608.89	5,108	
Total (Mi)	8.0	11.48	0.97	
Tons	7,626.2			
Total Cost	562,422.86	136,976.09	46,539.56	60,000.00

HMA: Rosedale, Twilight, Minnehaha, Honeysuckle, Holder, Hazels Run, Copper Creek, Country Hill, Dusty, Copper Ridge

SCS: Kerr, Old Limey, Wilson, Fern

DCS: Payne, Rosedale

In-House Admin

Started in-house Class A CDL training in September 2022. Since then, we have trained 11 employees.

Passed: 12

In Progress: 1

P&Z Committee

Sales Tax Distribution Applications & Review: Still waiting on 2 agencies. Q1 & Q2 distributed to the 4 groups with IGA's finalized.

Garrison Special Letter of Support to USFS.

RFQ for Annual Contract for Engineering Services: 10 responses received, 6 recommended for award. Contracts pending.

Service Requests

As of 06/30/2026

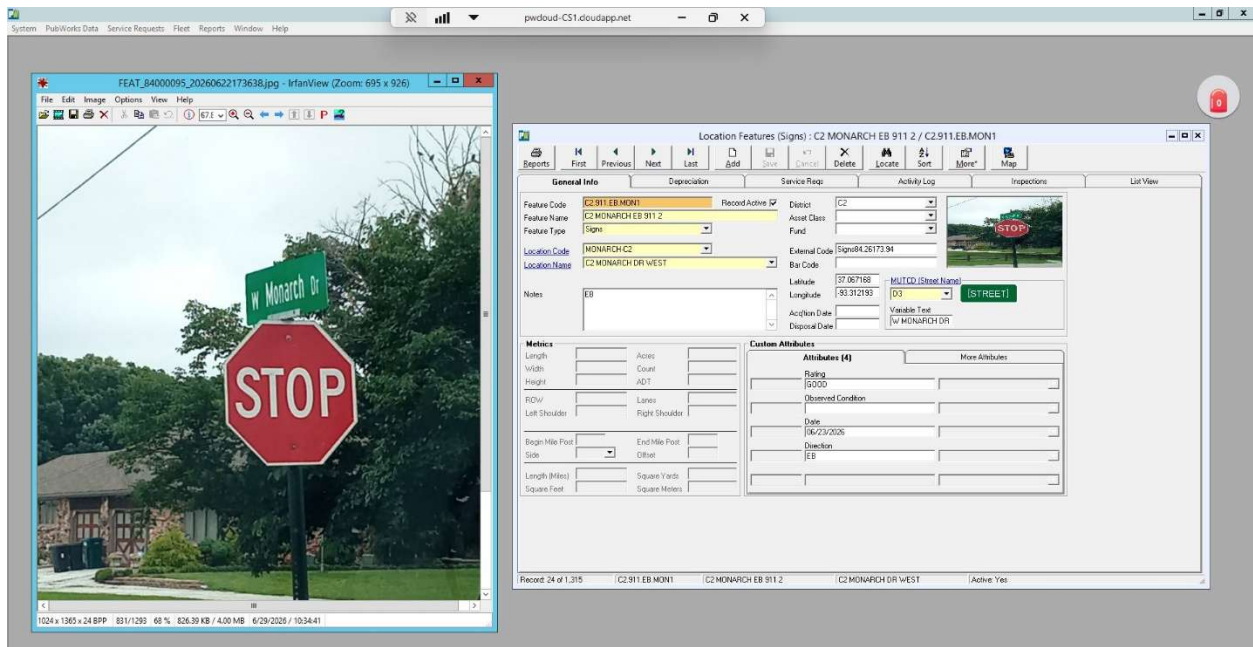
<i>No. of Requests</i>	135
<i>Average Duration (Days)</i>	9.7*
<i>% Closed</i>	98.48%

*Delays caused by several storm events

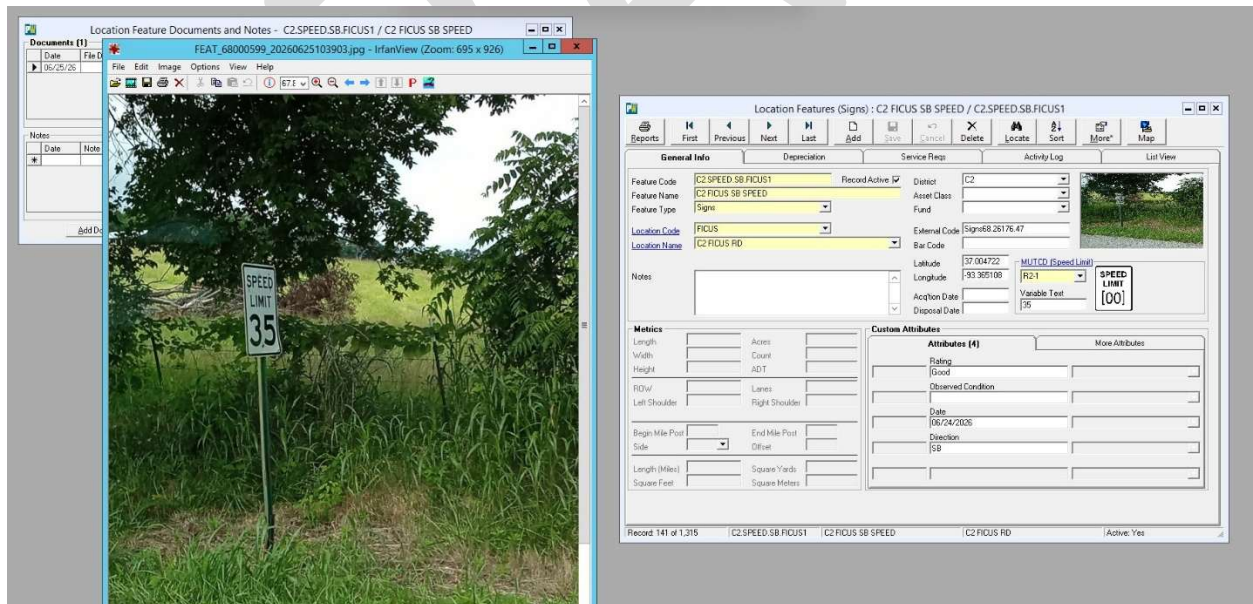
Financials

As of 06/30/2026

<i>No. of Requisitions</i>	216
<i>Total \$</i>	1,976,624.81



TEAP Grant: Sign Inventory Results, PubWorks Software





C1 Parched Corn @ Childers Drive Improvements







C2 Goff Creek Slab





C1 Mooney

C1 Swan Cave



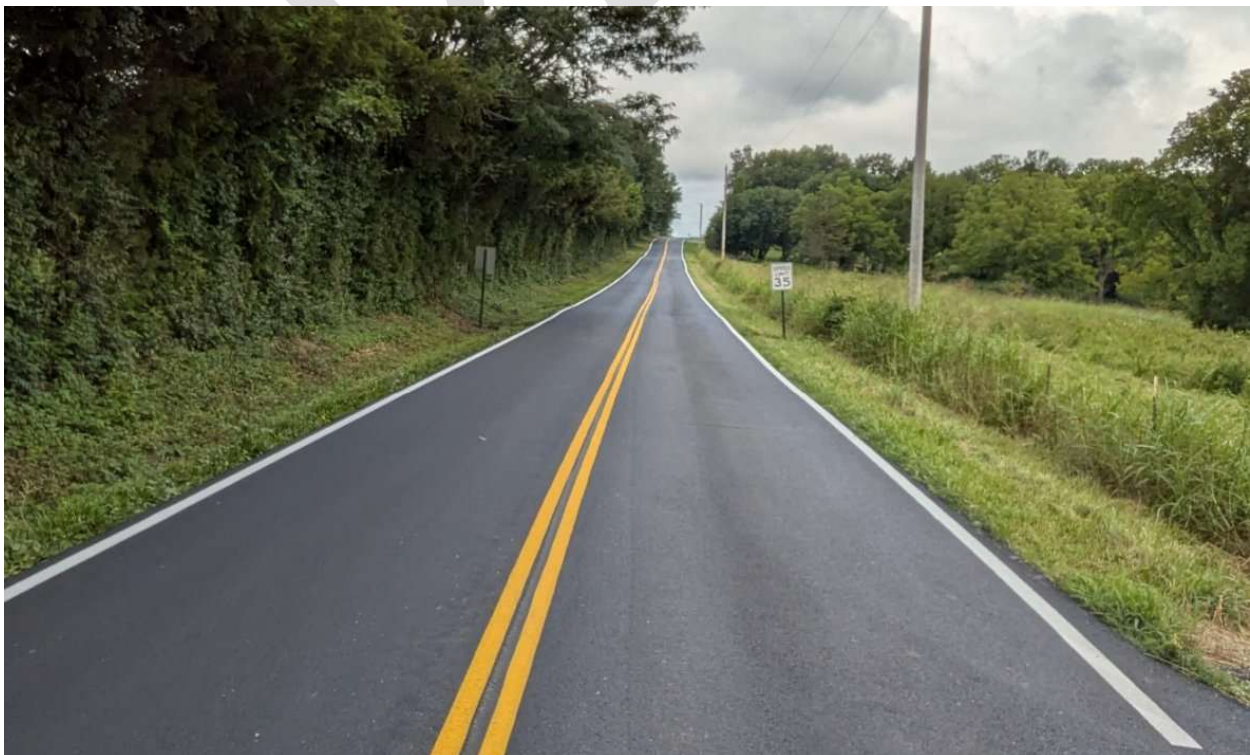


C1 Prairie Ridge

C1 Larkspur



C2 Holder Rd





C2 Hazels Run

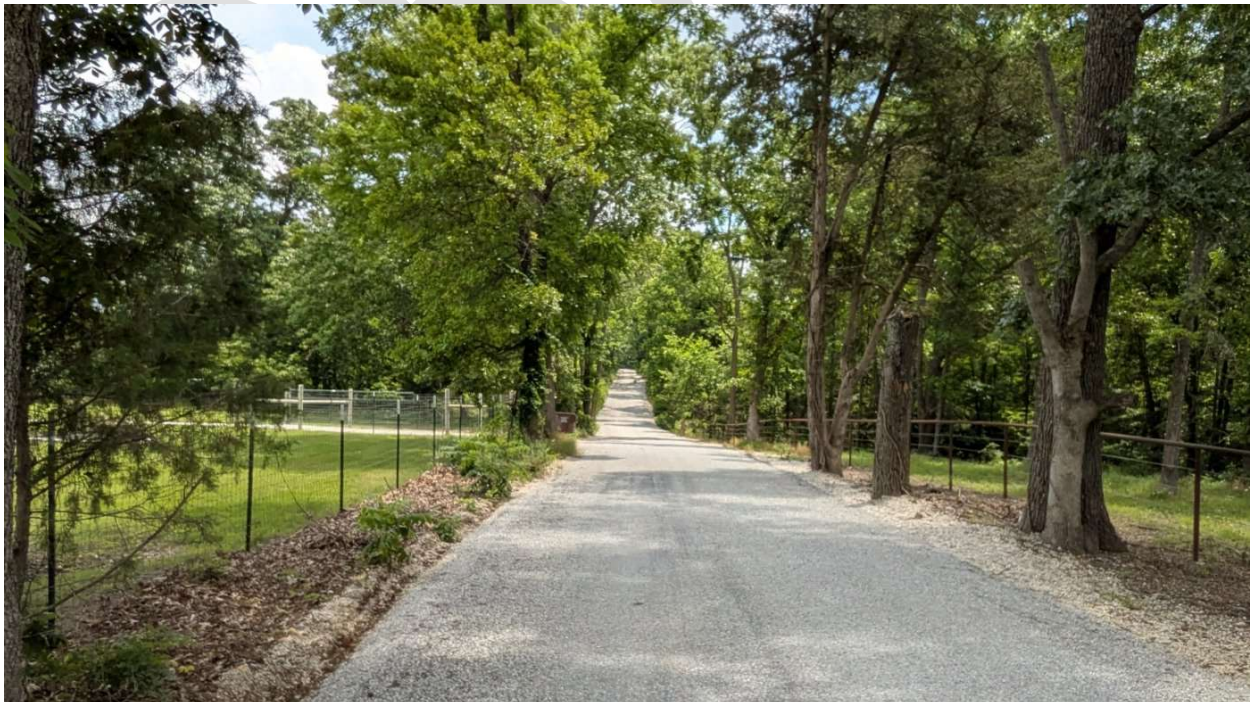
C2 Honeysuckle Rd





C2 Rosedale

C2 W Rosedale





C2 Wilson Rd

C2 Fern Rd





Christian County Commission

100 West Church St, Room 100

Ozark, MO 65721

Annual Contract(s) for Engineering Services Award

Miranda Beadles

Christian County advertised a Request for Qualifications (RFQ) to provide the County with Engineering Services as our existing contracts were set to expire. The County received 10 packets, composed a selection committee and ranked the firms. Consideration was given to the expertise of each firm and how those groups could assist the County in the future. Six total firms were asked to submit contracts for review, and 4 of those firms' contracts are being presented today for approval. The 4 have been reviewed and approved by County counsel. The 2 remaining are still being revised to fit our requirements and will be presented at a future date.

ATTACHMENTS:

CJW Contract

OWN Contract

Shaffer & Hines Contract

Wilson Contract

Requested by: mbeadles@christiancountymo.gov 2026-07-23 14:39

OWNER: CHRISTIAN COUNTY, MISSOURI
LOCATION: CHRISTIAN COUNTY
PROJECT: ANNUAL ENGINEERING CONTRACT (2026-2028)

THIS CONTRACT is between Christian County, MO, hereinafter referred to as the "County", and *CJW Transportation Consultants, LLC*, hereinafter referred to as the "Engineer".

INASMUCH as the County requires Professional Engineering Consulting Services to support and complete County sponsored projects and initiatives, the County intends to use the Engineer for services including but not limited to roadway design, stormwater design, bridge and/or water crossing design and evaluation, water and sewer design, permitting, engineering studies, traffic studies, site planning, ADA compliance analysis, sinkhole/karst topography evaluations and design, geotechnical analysis, master planning services, survey, inspection, and construction administration. The Engineer will provide the County with professional services necessary for the desired improvements and the County will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

To include any necessary professional engineering consulting services required by the County within the competency of the Engineer. Services shall be performed pursuant to written task orders, work authorizations, or notices to proceed issued by the County. Each task order shall define the scope of services, schedule, and compensation method applicable to the assignment.

ARTICLE II - RESPONSIBILITIES OF COUNTY

The County will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the County;
- B. provide the Engineer with the County's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of its duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by affected agencies, including but not limited to MoDOT, any Special Road Districts, or Municipalities, and render decisions thereon in a prompt manner so as not to delay the Engineer;

ARTICLE III - PERIOD OF SERVICE

The Engineer shall commence work within two (2) weeks after receipt of a written notice to proceed from the County and shall thereafter prosecute the work diligently and in accordance with the mutually agreed schedule.

The duration of this contract shall be for three (3) years, beginning on the date of execution by the County, with the option to renew for two (2) additional one (1) year periods on favorable annual performance by the Engineer as reviewed by the County.

ARTICLE IV – STANDARDS

The Engineer shall be responsible for working with the County in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, County needs, and guidance provided in the most current applicable standards. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations. The Engineer shall perform services consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances.

ARTICLE V - COMPENSATION

For services provided under this contract, the County will compensate the Engineer at the Engineer's Hourly Rates as shown in Attachment B for the calendar year provided. Updated hourly rate schedules may be submitted annually and shall become effective upon written approval by the County.

Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the County. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. Upon receipt of the invoice and progress report, the County will, as soon as practical, but not later than 30 days from receipt, pay the Engineer for the services rendered. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Engineer, within 30 days after the County's receipt of the Engineer's invoice.

ARTICLE VI - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE VII - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract shall be sublet or transferred without the written consent of the County. The subletting of the work shall in no way relieve the Engineer of its primary responsibility for the quality and performance of the work

ARTICLE VIII - PROFESSIONAL ENDORSEMENT

All plans, specifications, technical reports, and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work.

ARTICLE IX - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the County upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the County upon request. All such information produced under this contract shall be available for use by the County without restriction or limitation on its use. If the County incorporates any portion of the work into a project other than that for which it was performed, the County shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE X – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The County may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the County, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the County.
- B. Should the Agreement be suspended or terminated for the convenience of the County, the County will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the County for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the

opportunity to complete the Engineer's services.

- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the County 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the County. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
1. Receipt of written notice from the County that funds are no longer available to continue performance.
 2. The County's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the County.

ARTICLE XI - DECISIONS UNDER THIS CONTRACT

The County shall determine acceptability of work performed; however, disputes concerning contract interpretation, compensation, or professional standards shall be resolved in accordance with applicable Missouri law.

ARTICLE XII - SUCCESSORS AND ASSIGNS

The County and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XIII - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XIV – FORCE MAJEURE

Neither the County nor the Engineer shall be considered in default of this Agreement or liable for any delay, suspension, or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, flood, tornado, severe weather, fire, epidemic, pandemic, war, terrorism, civil disturbance, labor disputes, strikes, utility interruptions, material shortages, governmental actions, changes in law or regulation, delays in permitting or approvals by governmental agencies, or other similar events that could not reasonably have been anticipated or

avoided. Upon the occurrence of such an event, the affected party shall provide written notice to the other party within a reasonable time and shall make reasonable efforts to mitigate the effects of the event and resume performance as soon as practicable.

The Engineer shall be entitled to an equitable adjustment in schedule and compensation for delays, disruptions, or additional services resulting from force majeure events that materially affect the performance of the services under this Agreement. A force majeure event shall not excuse the County's obligation to pay for services properly performed by the Engineer prior to the occurrence of the event.

ARTICLE XV - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to indemnify and hold harmless the County (including its costs and attorney's fees) from all third-party claims and the resulting liability to the extent caused by its negligent acts of its employees, agents or subcontractors.

ARTICLE XVI - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability in the selection and retention of subcontractors. The Engineer will comply with state and federal statutes and regulations related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability. The Engineer shall provide all information and reports, and permit access to its records, as determined by the Department of Transportation, to be necessary to ascertain compliance with this section. If the Engineer fails to comply with this section, the County may withhold payments under the Agreement or cancel, terminate, or suspend the Agreement.

ARTICLE XVII - INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies. Additionally, the County shall be added as an

“Additional Insured” on Commercial General Liability and Automobile Liability policies.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional (“Errors and Omissions”) Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the County with certificates of insurance evidencing the Engineer's commercial general or professional liability (“Errors and Omissions”) policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XVII) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.
- F. No coverage is provided for any liability or “suit” for damages which is barred by the doctrines of sovereign immunity or governmental immunity, by whatever name called, as set forth in RSMO 537.600 et seq or otherwise.

This coverage form is not intended to act as a waiver, nor is it a waiver of any defense available to the insured by statute or at common law.

ARTICLE XVIII - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Certificate of Insurance

Attachment B – Hourly Rate

Executed by the Engineer this 29th day of June, 2026.

FOR: CJW TRANSPORTATION CONSULTANTS, LLC

BY: 
Garrett Evans, PE, Transportation Manager

ATTEST: 

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this ____ day of _____, 2026 at Christian County, Missouri.

DATED: _____

Lynn Morris, Presiding Commissioner

DATED: _____

Johnny Williams, Western Commissioner

DATED: _____

Bradley A. Jackson, Eastern Commissioner

Attested By:

Paula Brumfield, 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:



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

✓



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurancenter 2901 Arizona Ave Joplin, MO 64804	CONTACT NAME: Kathleen McTaggart	
	PHONE (A/C, No, Ext): (417) 623-7500 FAX (A/C, No):	
	E-MAIL ADDRESS: kmctaggart@theinsurancenter.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CINCINNATI INSURANCE COMPANY	10677
INSURED CJW Transportation Consultants, LLC 5051 S National, Ste 7A & 7B Springfield, MO 65810	INSURER B : Cincinnati Indemnity Company	23280
	INSURER C : Westfield Specialty Insurance Company	16992
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X		ECP0383831	4/22/2026	4/22/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		ECP0383831	4/22/2026	4/22/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ECP0383831	4/22/2026	4/22/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	EWC0383832	4/22/2026	4/22/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			ADP0001485	4/22/2026	4/22/2027	Each Claim 2,000,000
C	Professional Liab			ADP0001485	4/22/2026	4/22/2027	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Retro-active Date: 5/04/2005

GA472(0520); AA288(0124)

CERTIFICATE HOLDER

CANCELLATION

Christian County Missouri
1106 W Jackson St.
Ozark, MO 65721

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

Attachment A

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

Attachment A

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is deleted in its entirety and replaced by the following:

- b.** The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
- (1)** The actual cash value of the damaged or stolen property as of the time of the "accident";
 - (2)** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - (3)** \$2,500.

Provided the equipment, at the time of the "loss" is:

- (1)** Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2)** Removable from a permanently installed housing unit as described in Paragraph **(1)** above; or
- (3)** An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an insured is amended by adding the following:

The following are "insureds":

- 1.** Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

- 2.** Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a.** Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b.** Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c.** Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d.** Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
- 3.** Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

- 1.** Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in **(2)**; and
- 2.** Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

- 1.** The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
- 2.** The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.
4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$30 per day with \$50 per day, and \$900 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or

Attachment A

(2) Actual cash value of the stolen or damaged property.

- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. SECTION V - DEFINITIONS is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or

4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 3.** is deleted in its entirety and replaced by the following:

3. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H. "Insured contract", 6.a.** is deleted.



CJW Transportation Consultants 2026 FEE SCHEDULE

PRINCIPAL & SENIOR ENGINEERING

Principal	\$230.00
Senior Engineer II	\$220.00
Senior Engineer I	\$205.00
Senior Project Manager	\$155.00

PROJECT MANAGEMENT & ENGINEERING

Project Engineer	\$148.00
Project Manager	\$136.00
Inspector	\$138.00
Engineer Intern	\$104.00
Project Intern II	\$89.00
Project Intern I	\$78.00
Student Intern	\$42.00

DESIGN SERVICES

Senior Designer	\$140.00
Designer II	\$101.00
Designer I	\$87.00

SURVEYING & FIELD SERVICES

Survey Manager / PLS	\$165.00
2-Person Survey Crew	\$173.00
Survey Crew Chief	\$95.00
Engineering Technician	\$79.00
Survey Crew Member	\$78.00
Traffic Data Collector	\$40.00

ADMINISTRATIVE SUPPORT

Project Coordinator	\$65.00
Administrative Project Support	\$55.00
Administrator	\$46.00

EXPENSES / REIMBURSABLES

Vehicle (3/4 ton or less)	\$0.725/mile
Drone Usage	\$350.00/hr
Real Time GPS Equipment	\$300.00/day
Robotic Prism-Less Instrument	\$235.00/day
Copies	\$0.10/each
Blueprints	\$3.60/per sheet

Reimbursable Expenses: Travel Expenses, Outside Printing, Sub-Contractor Expenses

Work over 8 hours per day, 40 hours per week, Saturdays, Sundays, and holidays: 1.5 times the hourly rate

Rates subject to annual adjustment (4% typical) beginning on the January 1 of each year.

Rates effective for all new contracts and contract renewals after January 1, 2026



WeAreOWN.com

866.866.2741
info@weareown.com

CIVIL ENGINEERING

LAND SURVEYING

FIELD SERVICES

Master Service Agreement

Prepared for



Christian County, MO
Miranda Beadles
1106 W Jackson St
Ozark, MO 65721

June 19, 2026

MSA # P26-40-0977

Prepared by OWN, Inc., 3213 S. West Bypass, Springfield, MO 65807-



Engineering Beyond.

OWN is a 100% employee-owned engineering firm. Our core offerings include **Civil Engineering, Land Surveying, and Field Services**. We help shape the built environment across the country from our offices in Missouri, Kansas, and Arkansas. No matter the project or scope, our clients enjoy problem solving and service that goes beyond the expected.



Principles

We believe in the value of relationships that last. That it's appreciated when you handle things with the attention and urgency you'd expect of a friend. And asking bigger questions will lead to better solutions. No matter if the challenge we're solving is massive or mundane, our approach is rooted in the principles that guide our work each day:

- OWNERS DO IT BETTER
- RESPONSIVENESS IS A SUPERPOWER
- SUCCESS IS NOT A LIMITED RESOURCE
- FUN MATTERS
- PEOPLE ARE AT THE CENTER OF IT ALL

Services

CIVIL ENGINEERING

- DUE DILIGENCE
- LAND DEVELOPMENT
- SITE DESIGN & ENTITLEMENT
- STORMWATER MANAGEMENT
- WATER & WASTEWATER
- ROAD & BRIDGE
- SIDEWALKS, PARKS, TRAILS
- FUNDING ASSISTANCE

FIELD SERVICES

- GEOTECHNICAL ENGINEERING
- DRILLING SERVICES
- CONSTRUCTION INSPECTIONS
- CONSTRUCTION MATERIAL TESTING (CMT)

LAND SURVEYING

- BOUNDARY & ALTA SURVEYS
- TOPOGRAPHIC SURVEYS
- CONSTRUCTION SURVEYS
- HYDROGRAPHIC SERVICES
- LIDAR & DRONE MAPPING
- GIS & GEOSPATIAL SERVICES



OWN builds futures for our team, our partners, and our communities.



[WeAreOwn.com](https://www.WeAreOwn.com)

866.866.2741
info@weareown.com

MASTER SERVICE AGREEMENT



June 19, 2026

Christian County, MO
Miranda Beadles
1106 W Jackson St
Ozark, MO 65721

Re: OWN MSA # P26-40-0977

Dear Miranda Beadles,

OWN, Inc. appreciates the opportunity to provide Christian County, MO ("Client") with a letter of agreement to perform professional services under this Master Service Agreement.

OWN, Inc. (hereafter referred to as "OWN") agrees to provide its services in accordance with the applicable standards of care for projects of similar geographic location, quality and scope as defined in the included General Conditions. Services shall be completed pursuant to the terms of this Letter of Agreement and incorporated General Conditions (hereinafter referred to as the "Agreement").

SCOPE OF SERVICES

OWN, Inc. may provide services on various Project Segments for Christian County during the term of this Agreement. This Agreement will provide the general terms and conditions applicable to work on each such Project. Each individual Project Segment will be documented by the issuance and acceptance of the attached Professional Services Task Order Form. The scope of services for each project segment may be defined in each Professional Services Task Order. Typical tasks performed under this Master Service Agreement (MSA) may include, but are not limited to:

- Site Development
- Wastewater System Engineering
- Water System Engineering
- Storm Water Engineering
- Transportation Engineering
- Structural Engineering
- Funding Application Assistance
- Land Surveying
- Geotechnical Services
- Construction Materials Testing
- Construction Management, Contract Administration, Bidding Services, Construction Inspection
- Geographic Information Services (GIS)
- Commercial Drone Services
- Industrial Design

TERM OF AGREEMENT

The term of this MSA shall commence as of May 21, 2026 and shall continue until the expiration of an initial term of one (1) year. The term of this MSA may be extended for an additional term upon mutual agreement by Christian County and OWN prior to the end of the initial term.

This Agreement may be terminated at the option of either Party by giving the other Party thirty (30) calendar days' written notice (which serves as the Termination Notice for the purposes of this Section). In the event of termination in accordance with this Section, the termination date will be the thirtieth calendar day following receipt of the termination notice. In the event of a termination in accordance with this Section, Services that are in progress on the termination date shall be completed by OWN pursuant to the Terms and Conditions of this Agreement (as if it were still in effect).

MASTER SERVICE AGREEMENT



COMPENSATION

We propose to complete these services on a lump sum or time and expense basis as indicated on the Professional Services Task Order form for each project or task. If hourly, our services will be invoiced per the attached fee schedule for the current year and amended on an annual basis. The Professional Services Task Order scope and estimated fee will be based on what is known at that time. Based on requests by the Client, we will develop a scope of work and estimated cost. OWN will then provide the scope and fee for Client signature and authorization to proceed. We understand that authorization will be done by signature or email from the Client. Unforeseen, unexpected, or scope modification conditions that result in a scope change and fee modification will be brought to the Client's attention for authorization prior to proceeding with any additional work should costs go beyond our estimated fee by more than 10%.

These financial arrangements are proposed with the assumption that Project invoices will be paid promptly and the project will progress orderly and continuously. Invoices are due upon receipt regardless of whether the Client has been, or is to be, reimbursed by any other party. In the event Client disputes any invoice item, Client shall give OWN written notice of such disputed item within five (5) days after receipt of such invoice and shall pay to OWN the undisputed portion of the invoice according to the General Conditions hereof. A service charge of 1.5% per month is assessed on accounts 45 days past due.

TERMS AND CONDITIONS

1. To facilitate the efficient administration of any Service, the Parties are entering into this Agreement because the Client may, from time to time, request Services to be performed by OWN. The Client does not guarantee that any Services will be requested, and OWN does not guarantee that it will perform any Service for Client upon request. This Agreement, however, shall control and govern the relationship of the Parties, as well as any and all Services accepted by OWN for the Client, from the effective date until the termination date of this Agreement.
2. General Conditions and our Fee Schedule (if hourly) are provided for Client review and approval and are made part of this Agreement. OWN's fee schedule is subject to annual calendar year adjustments. Annual rate increases are anticipated to be approximately five percent (5%) and shall be reflected in the fee schedule in effect at the time services are performed.

The Agreement represents the entire understanding between Client and OWN with respect to the scope of services and may only be modified in writing signed by both parties.

If this agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided. Retain a copy for your files and return an executed original to OWN. This proposal will be open for acceptance for a period of thirty (30) days from the date set forth above, unless changed by OWN in writing.

Sincerely,

OWN, Inc.

Morgan Neal, PE
Team Leader, Public Infrastructure

MASTER SERVICE AGREEMENT



The signer below acknowledges they have full authority to bind the Client to this Agreement. The signature indicates authorization to proceed and that the Client has reviewed and accepted this Letter of Agreement for Professional Services and General Conditions.

Christian County, MO

Signature: _____

Name: _____

Title: _____

Date: _____

Client Representative (if different from above): _____

Client Accounts Payable Information

AP Contact Name: _____ AP Contact Phone Number: _____

AP Email Address: _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this ____ day of _____, 2026 at Christian County, Missouri.

DATED: _____

Lynn Morris, Presiding Commissioner

DATED: _____

Johnny Williams, Western Commissioner

DATED: _____

Bradley A. Jackson, Eastern Commissioner

Attested By:

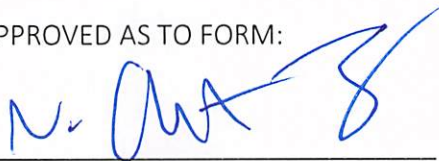
Paula Brumfield, Christian County Clerk

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:



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

GENERAL CONDITIONS



1. PAYMENT TERMS: OWN will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one-and-one-half percent (1½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection costs, including OWN's reasonable attorney fees will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: OWN agrees to maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, OWN will maintain Professional Liability Insurance for OWN's negligent acts, errors, or omissions in providing Services pursuant to this Agreement. Certificates of insurance evidencing such coverage will be provided, upon request.

OWN shall maintain Professional Liability insurance with limits of not less than \$3,000,000 per claim and \$5,000,000 aggregate. The parties acknowledge and agree that such limits are intended to satisfy or exceed applicable Missouri statutory sovereign immunity requirements in effect as of the date of this Agreement.

3. STANDARD OF CARE: OWN will use that degree of care and skill ordinarily exercised under similar conditions by members of the profession currently practicing in the same or similar locality and at the same time. OWN agrees to perform the services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the services and that in effect as of the date when the services are provided. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4. RIGHT-OF-ENTRY: CLIENT shall furnish right-of-entry on the property for OWN employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the project. OWN will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires OWN to restore the property to its former condition, OWN will accomplish this and add the cost to the fee.

5. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by OWN as instruments of service pursuant to this Agreement, shall be the sole property of OWN. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and shall not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by OWN, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of OWN. Any unauthorized use or modification of such documents shall be at CLIENT'S sole risk and CLIENT shall indemnify, defend and hold harmless OWN against any liability arising from or related to such unauthorized use or modification. At the request and expense of the CLIENT, OWN will provide the CLIENT with copies of documents created in the performance of the work for a period not exceeding one year following completion of service.

6. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media

generated and furnished by OWN, the CLIENT agrees that all such electronic files are instruments of service of OWN, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of OWN. The CLIENT further agrees to indemnify OWN against any and all claims against OWN resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than OWN. The CLIENT and OWN agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the contract. Any changes to the electronic specifications by either the CLIENT or OWN are subject to preview and acceptance by the other party. Additional services by OWN made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by OWN and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWN, its officers, directors, employees and sub- consultants (collectively, OWN) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than OWN or from any reuse of the electronic files by CLIENT or anyone else to whom CLIENT has provided the electronic files without the prior written consent of OWN.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by OWN and OWN makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall OWN be liable for indirect or consequential damages as a result of OWN's services or the CLIENT's use or reuse of the electronic files.

7. SAFETY: Should OWN provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

8. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: OWN shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. OWN shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the project site, or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

9. CLIENT'S OBLIGATIONS: CLIENT shall, at its sole expense: (i) provide all information and documentation regarding CLIENT

GENERAL CONDITIONS



requirements, the existing site, and planned improvements necessary for the orderly progress of the services; (iii) site restoration and repair, as needed following field investigations; (iv) establish and update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or services; and (v) timely respond to requests for information and timely review and approve all design deliverables. OWN shall be entitled to rely on all information and services provided by CLIENT.

10. ENVIRONMENTAL HAZARDS: CLIENT acknowledges that the services do not include the detection, investigation, evaluation, or abatement of environmental conditions encountered by OWN in performance of the services, including but not limited to mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the project site. CLIENT shall indemnify, defend and hold OWN harmless from and against any and all claims relating to the actual or alleged existence or discharge of such materials.

11. LOCATION OF EXISTING MAN-MADE OBJECTS AND DIFFERING, CONCEALED OR UNKNOWN CONDITIONS: It shall be the responsibility of the CLIENT or his authorized representative to disclose the presence and accurate location of all subsurface man-made objects relative to the work being performed. Furthermore, IF OWN encounters conditions at the project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to OWN or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, OWN will, if practicable, promptly notify CLIENT before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. OWN assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in OWN's cost of, or time required for performance of any part of the Services, OWN's compensation and time for performance will be equitably increased. CLIENT AGREES to waive, indemnify, defend and save harmless OWN from all claims, suits, losses and expenses (including but not limited to reasonable attorney's fees) resulting from differing, concealed or unknown conditions.

12. SUSPENSION OF SERVICES/TERMINATION: OWN may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event OWN determines there may be a significant risk that OWN's invoices may not be paid on a timely basis OWN may suspend performance and/or retain any reports or other information until Client provides OWN with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching CLIENT unless the event(s) giving rise to the breach are remedied within that time frame.

13. FORCE MAJEURE: OWN will not be liable to CLIENT for delays in performing the services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; pandemics; epidemics; acts or omissions of governmental authorities, the project CLIENT or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of OWN.

14. INDEMNITY: OWN agrees to indemnify and hold harmless the CLIENT and its officers, directors and employees from and against losses, damages, judgments and expenses (including reasonable

attorney's fees) (collectively "Losses") provided that such Losses are caused, on a comparative basis of fault, by the negligent acts, errors and omissions of OWN or their consultants in the performance of the services pursuant to this Agreement.

15. NO THIRD-PARTY BENEFICIARIES: This Agreement is solely for the benefit of OWN and CLIENT. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of OWN or CLIENT in favor of such third parties. Further, OWN assumes no obligations or duties other than the obligations to CLIENT specifically set forth in this Agreement. OWN shall not be responsible for CLIENT obligations under any separate agreement with any third-party.

16. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.

17. CERTIFICATIONS/CONSENTS: OWN shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in OWN having to certify the existence of conditions whose existence OWN cannot ascertain. Any certificate will state that it is based on the best of the OWN's knowledge, information and belief.

18. NON-WAIVER OF SOVEREIGN IMMUNITY: Nothing contained in this Agreement shall be construed as a waiver of any sovereign, governmental, official, or statutory immunity available to Christian County, Missouri, its officers, employees, or agents under Missouri law, including but not limited to Sections 537.600 et seq., RSMo. No insurance coverage maintained pursuant to this Agreement is intended to act as a waiver of, nor shall it constitute a waiver of, any defense available to the County by statute or common law. The County expressly reserves all rights, defenses, and immunities available under Missouri law.

19. APPROPRIATION OF FUNDS: The financial obligations of Christian County under this Agreement are contingent upon the availability and formal appropriation of public funds. Nothing contained herein shall obligate the County beyond funds lawfully appropriated for the purposes of this Agreement. In the event funds are not appropriated for these Services, the County shall immediately notify OWN, OWN shall immediately cease all active work, and the County shall remain liable for payment of all Services satisfactorily performed up to the date of notification.

20. PUBLIC RECORDS: The parties acknowledge that Christian County, Missouri, is subject to Missouri's Sunshine Law (Chapter 610 RSMo.), and records related to this Agreement may be subject to public disclosure as required by law. In the event the County receives a public records request for technical drawings, electronic engineering files, or documents produced by OWN, the County shall provide OWN with prompt written notice prior to disclosure, allowing OWN a reasonable opportunity to identify and request application of any statutory exemptions for proprietary trade secrets or confidential commercial information.

21. WAIVER OF CONSEQUENTIAL DAMAGES: To the fullest extent permitted by law, neither CLIENT nor OWN shall be liable to the other for any consequential, incidental, special, exemplary, or punitive damages arising out of or relating to this Agreement, including but not limited to loss of profits, loss of use, loss of revenue, or loss of business opportunities.



OWN, Inc. Fee Schedule

Engineering beyond.™

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY-FIVE DAYS ARE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, SITE SAFETY, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS.

OWN, INC., BY

EFFECTIVE: 01/01/2026 THRU 12/31/2026

Jerrod Hogan, PLS, C.E.O.

BASIC CHARGES

PERSONNEL (HOURLY RATES):

ADMINISTRATOR I	\$100	GEOLOGIST I	\$143	SENIOR CAD TECHNICIAN I	\$175
ADMINISTRATOR II	\$135	GEOLOGIST II	\$155	SENIOR CAD TECHNICIAN II	\$190
ADMINISTRATOR III	\$170	GEOLOGIST III	\$167	SENIOR CAD TECHNICIAN III	\$210
ADMINISTRATOR IV	\$205	GEOLOGIST IV	\$179	SENIOR CAD TECHNICIAN IV	\$230
ADMINISTRATOR V	\$240	GEOLOGIST V	\$191	SENIOR CAD TECHNICIAN V	\$250
ASSOCIATE ENGINEER I	\$130	GIS ANALYST I	\$125	SENIOR DESIGNER I	\$175
ASSOCIATE ENGINEER II	\$148	GIS ANALYST II	\$140	SENIOR DESIGNER II	\$190
ASSOCIATE ENGINEER III	\$166	GIS ANALYST III	\$155	SENIOR DESIGNER III	\$205
ASSOCIATE ENGINEER IV	\$184	GIS SPECIALIST	\$219	SENIOR DESIGNER IV	\$220
ASSOCIATE ENGINEER V	\$202	GROUP LEADER I	\$200	SENIOR DESIGNER V	\$235
ASSOCIATE SURVEYOR I	\$120	GROUP LEADER II	\$230	STRUCTURAL STEEL INSPECTOR I	\$147
ASSOCIATE SURVEYOR II	\$135	GROUP LEADER III	\$270	STRUCTURAL STEEL INSPECTOR II	\$171
ASSOCIATE SURVEYOR III	\$154	GROUP LEADER IV	\$315	SURVEYOR I	\$183
ASSOCIATE SURVEYOR IV	\$176	GROUP LEADER V	\$370	SURVEYOR II	\$195
ASSOCIATE SURVEYOR V	\$201	IBC FIRESTOP INSPECTOR I	\$145	SURVEYOR III	\$205
CAD TECHNICIAN I	\$98	IBC FIRESTOP INSPECTOR II	\$171	SURVEYOR IV	\$225
CAD TECHNICIAN II	\$110	IBC FIRESTOP INSPECTOR III	\$196	SURVEYOR V	\$236
CAD TECHNICIAN III	\$125	INSPECTOR I	\$106	TEAM LEADER I	\$90
CAD TECHNICIAN IV	\$142	INSPECTOR II	\$125	TEAM LEADER II	\$115
CAD TECHNICIAN V	\$160	INSPECTOR III	\$147	TEAM LEADER III	\$140
CREW CHIEF I	\$108	INSPECTOR IV	\$169	TEAM LEADER IV	\$165
CREW CHIEF II	\$123	INSPECTOR V	\$192	TEAM LEADER V	\$190
CREW CHIEF III	\$139	MARKET LEADER I	\$180	TEAM LEADER VI	\$215
CREW CHIEF IV	\$156	MARKET LEADER II	\$220	TEAM LEADER VII	\$240
CREW CHIEF V	\$168	MARKET LEADER III	\$260	TEAM LEADER VIII	\$265
DESIGNER I	\$100	MARKET LEADER IV	\$305	TEAM LEADER IX	\$290
DESIGNER II	\$115	MARKET LEADER V	\$350	TEAM LEADER X	\$315
DESIGNER III	\$130	PARTICLE & DYE TESTING - LEVEL II	\$163	TECHNICIAN I	\$70
DESIGNER IV	\$145	PRINCIPAL I	\$350	TECHNICIAN II	\$78
DESIGNER V	\$160	PRINCIPAL II	\$385	TECHNICIAN III	\$86
DIVISION LEADER I	\$330	PRINCIPAL III	\$420	TECHNICIAN IV	\$94
DIVISION LEADER II	\$360	PRINCIPAL IV	\$455	TECHNICIAN V	\$102
DIVISION LEADER III	\$390	PRINCIPAL V	\$500	TECHNICIAN VI	\$110
ENGINEER I	\$165	PROJECT COORDINATOR I	\$75	TECHNICIAN VII	\$118
ENGINEER II	\$182	PROJECT COORDINATOR II	\$90	TECHNICIAN VIII	\$126
ENGINEER III	\$199	PROJECT COORDINATOR III	\$105	TECHNICIAN IX	\$134
ENGINEER IV	\$216	PROJECT COORDINATOR IV	\$120	TECHNICIAN X	\$142
ENGINEER V	\$233	PROJECT COORDINATOR V	\$135		
ENGINEER VI	\$240	PROJECT COORDINATOR VI	\$150		
ENGINEER VII	\$252	PROJECT COORDINATOR VII	\$165		
ENGINEER VIII	\$265	PROJECT COORDINATOR VIII	\$180		
ENGINEER IX	\$278	PROJECT COORDINATOR IX	\$195		
ENGINEER X	\$292	PROJECT COORDINATOR X	\$210		

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	\$1.02 /MILE	GPS	\$420 /DAY
VEHICLE (SUBURBAN & 1 TON)	\$1.10 /MILE	ROBOTIC TOTAL STATION	\$420 /DAY
WATER TRUCK PER DAY +	\$113 /DAY	DRONE MOBILIZATION	\$630 /VISIT
WATER TRUCK PER MILE	\$1.07 /MILE	COPIES	\$0.22 EACH
LIDAR SCANNER MOBILIZATION	\$903 /VISIT	PRINTING PLANS	\$0.79 /SF + TECH TIME
MOBILE LIDAR MOBILIZATION	\$1,124 /VISIT	MYLAR PRINTS	\$1.69 /SF + TECH TIME
DOWN HOLE CAMERA	\$120 /VISIT		



REIMBURSABLES

COST PLUS 15% - TRAVEL EXPENSES (INCLUDING MEAL & LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAY, SUNDAY, AND HOLIDAY WORK OR OUTSIDE OF NORMAL HOURS 7:00AM-5:00PM)

1.5 TIMES THE HOURLY RATE.

HOURLY RATES:

APPLY TO MEETINGS AND TRAVEL TIME

DEPOSITION OR COURT TESTIMONY:

1.5 TIMES THE HOURLY RATE

MINIMUM CHARGE:

2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CYLINDER AND SAMPLE PICK UP.

LABORATORY TEST CHARGES:

AGGREGATES (ASTM)		SOIL TESTS (ASTM)	
	UNIT CHARGE		UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	\$207.50	ATTERBERG LIMITS (D4318)	\$94.00
L.A. ABRASION, LARGE AGG. (C535)	\$253.00	ATTERBERG LIMITS - CH (D4318)	\$137.00
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	\$349.00	SWELL TEST, 1/16 TSF (D4546)	\$253.00
SULFATE SOUNDNESS TEST (C88): 10-CYCLE	\$486.00	SWELL PRESSURE (D4546)	\$478.50
SULFATE SOUNDNESS TEST (C88): 20-CYCLE	\$688.00	SHRINKAGE LIMIT (D4643)	\$94.00
SIEVE ANALYSIS, DRY AGG. (C136)	\$85.00	MOISTURE CONTENT (2216)	\$10.50
SIEVE ANALYSIS (C117)	\$104.00	SIEVE + HYDROMETER	\$234.00
SIEVE ANALYSIS (C117, C136)	\$128.50	HYDROMETER ONLY (D422)	\$128.50
SPECIFIC GRAVITY, FINE AGG. (C128)	\$94.00	USCS CLASSIFICATION	\$43.50
SPECIFIC GRAVITY, COARSE AGG. (C127)	\$94.00	PERCENT PASSING #200	\$70.00
LIGHTWEIGHT PIECES IN AGG. (C123)	\$146.00	SPECIFIC GRAVITY (D845)	\$119.50
ORGANIC IMPURITIES (C40)	\$85.00	UNCONFINED COMPRESSION	\$83.00
FLAT & ELONGATED PIECES (D4791)	\$128.50	UNCONFINED/TRIAXIAL, REMOLDED	\$128.50
DELETERIOUS MATLS (MODOT TM71)	\$112.50	TRIAxIAL TEST, PP, CU w/PP /POINT	\$655.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	\$138.50	ORGANIC MATTER (D2974-C)	\$85.00
DRY RODDED UNIT WEIGHT (C29)	\$60.00	PENETROMETER	\$8.00
MASONRY TESTS (ASTM)		SAMPLE PREP, PER HOUR	\$83.00
COMPRESSIVE STRENGTH 4" BLOCK	\$42.00	SHELBY TUBE DENSITY	\$52.50
COMPRESSIVE STRENGTH 6" BLOCK	\$52.50	RESISTIVITY, 1 POINT	\$101.00
COMPRESSIVE STRENGTH 8" BLOCK	\$72.00	RESISTIVITY, MINIMUM	\$115.50
COMPRESSIVE STRENGTH 12" BLOCK	\$119.50	pH TEST	\$85.00
COMPRESSIVE STRENGTH MORT/GR CUBE	\$19.50	CONSOLIDATION TEST, TO 8 TSF	\$660.50
GROUT PRISM	\$19.50	CONSOLIDATION TEST, >8 TSF 1 POINT	\$85.00
MORTAR CYLINDER (2" X 4")	\$19.50	CALIFORNIA BEARING RATIO, LAB, /PNT	\$196.50
ABSORPTION, MASONRY BLOCK	\$70.00	PERMEABILITY, FALLING HEAD 4" MOLD	\$623.00
LINEAR SHRINKAGE (SET OF 3)	\$521.50	PERMEABILITY, FLEXIBLE WALL	\$721.00
BITUMINOUS TESTING		PERMEABILITY CONSTANT HEAD	\$623.00
ASPHALT CONTENT	\$156.00	PERMEABILITY, FALLING HEAD UNDISTURBED	\$753.50
ASPHALT CONTENT & AGG. GRADATION	\$260.50	LABORATORY COMPACTION TESTS	
SIEVE ANALYSIS EXTRACTION	\$128.50	MOISTURE DENSITY RELATIONSHIP	
MARSHALL TEST, FIELD - 3 PUCKS	\$128.50	STD. PROCTOR (D698), MTH. A & B	\$249.50
MARSHALL TEST, LAB - 3 PUCKS	\$190.50	STD. PROCTOR (D698), MTH. C	\$294.50
RETAINED STABILITY	\$294.50	STD. PROCTOR (D698), 1 POINT	\$87.00
ASPHALT CORE DENSITY, EACH	\$42.00	MOD. PROCTOR (D1557), MTH. A & B	\$305.00
THEORETICAL MAX. DENSITY	\$207.50	MOD. PROCTOR (D1557), MTH. C	\$411.50
CONCRETE/ROCK CORE		MOD. PROCTOR (D1557), 1 POINT	\$96.50
CORE TRIM & TEST	\$69.00	RELATIVE DENSITY	\$624.00
THICKNESS (AASHTO T148/ASTM C174)	\$39.00	CONCRETE TESTING	
		6" X 12" CYLINDER, TESTED AND MOLD	\$23.00
		4" X 8" CYLINDER, TESTED AND MOLD	\$16.75
		SAW CONCRETE CYLINDER	\$38.75
		BEAM FLEXURAL STRENGTH	\$54.50
		CONCRETE BEAM, NOT TESTED	\$31.00
		SAMPLE PREP, CLIENT MADE (5 CYLS.)	\$44.50



HAZARDOUS OPERATION CHARGE:

FOR LEVEL C: 1.5 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGES

FIELD TESTING AND INSPECTION CHARGES:

FIELD DENSITY (COMPACTION TEST)		BASIC CHARGES +	\$18.50 /EACH
CONE PENETROMETER		BASIC CHARGES +	\$23.50 /EACH
FLOOR FLATNESS EQUIPMENT		BASIC CHARGES +	\$385.50 /EACH
DYNAMIC CONE PENETROMETER		BASIC CHARGES +	\$38.50 /EACH
CORING EQUIPMENT CHARGES		BASIC CHARGES +	\$154.00 /DAY
MAGNESIUM STRAIGHT EDGE		BASIC CHARGES +	\$67.50 /DAY
ROLLING STRAIGHT EDGE		BASIC CHARGES +	\$307.00 /DAY
BASIC REPORT REVIEW			\$25.00 /EACH

DRILLING SERVICES CHARGES:

ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL		BASIC CHARGES
MILEAGE - DRILL RIGS (\$100 MINIMUM)		\$3.00 /MILE
DRILL RIG AND TWO MAN CREW		\$342.00 /HOUR
CORE BIT CHARGE		\$9.75 /FOOT
ROCK CORE SET UP		\$120.25 /BORING
DECONTAMINATION EQUIPMENT		\$232.00 /DAY
GROUT MACHINE		\$387.00 /DAY
PLUG & BACKFILL BORINGS		\$2.00 /FOOT
ALL-TERRAIN DRILL RIG RENTAL SURCHARGE		\$496.00 /DAY
GEOPROBE DRILL RIG RENTAL SURCHARGE		\$496.00 /DAY
DRILL RIG RENTAL SURCHARGE		\$331.00 /DAY
WATER TRUCK TANK & EQUIPMENT SURCHARGE		\$125.00 /DAY
RESISTIVITY, FIELD TESTING, EQUIPMENT		\$401.50 /DAY
MINIMUM DRILLING CHARGE		\$1,819.00 /DAY

DRILLING ITEM:

DEPTH:

	<u>0' TO 20'</u>	<u>20' TO 40'</u>	<u>40' TO 60'</u>	<u>60' TO 100'</u>	<u>100' TO 150'</u>
SOIL OVERBURDEN, 4 IN. AUGER	\$12.75	\$14.30	\$15.75	\$17.70	-
SOIL OVERBURDEN, 6 IN. HS AUGER	\$15.40	\$17.70	\$19.10	\$21.35	-
SOIL OVERBURDEN, 8 IN. HS AUGER	\$15.40	\$19.10	\$23.25	\$27.15	-
SOIL OVERBURDEN, 10 IN. HS AUGER	\$17.70	\$27.15	-	-	-
SOIL OVERBURDEN, 12 IN. HS AUGER	\$21.35	\$27.15	-	-	-
ROCK PENETRATION	\$47.65	\$53.30	\$56.75	\$66.05	\$97.30
NQ CORING	\$62.00	\$66.05	\$74.45	\$85.70	-
STANDARD PENETRATION TEST	\$35.25	\$43.90	\$53.75	\$62.00	-
3IN. SHELBY TUBES	\$43.90	\$53.75	\$62.00	\$71.35	-

NOTE: A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING AUGERS OR BREAKING CORE BARRELS.



Engineering beyond.™

SHAFFER & HINES, INC.

CONSULTING ENGINEERS & PROFESSIONAL LAND SURVEYORS

P.O. Box 493, 731 W. Mt. Vernon, Nixa, Missouri 65714 417-725-4663

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, is by and between the **COUNTY CHRISTIAN**, hereinafter called the **County**, and **SHAFFER & HINES, INC.**, hereinafter called the **ENGINEER**.

The Commissioners of the County have authorized the **ENGINEER** to provide the **County** with Civil Engineering and Surveying Services; and the **ENGINEER** agrees to provide professional services as follows:

I. Definitions

Please note the following definition of terms related to this proposal:

1. **Owner** refers to the County, City, Owner, Developer, or other party requesting and responsible for fees resulting from the performance of engineering and surveying services per this proposal. For the purposes of this Agreement, the Owner generally shall be the **County** of Christian.
2. **Engineer** shall refer to Shaffer & Hines, Inc. and shall jointly refer to Engineering or Surveying services and personnel.
3. **Contractor** shall be the entity or person designated by the Owner to complete or oversee work related to the Project.
4. **MDNR** shall refer to the Missouri Department of Natural Resources.
5. **MoDOT** shall refer to the Missouri Department of Transportation.

II. Scope of Services

The County may engage the services of the Engineer on an as-needed/on-call basis and/or for various and multiple projects as they arise. Specific scopes of work for each project will be as determined at the time of service and may be defined by work order or other document as mutually agreeable. The Engineer will perform their services in accordance with the standard of care, skill and expertise ordinarily used by other members of Engineer's profession in performing similar services. County, MoDOT, MDNR, and other applicable guidelines may be considered in the design of improvements and provision of Engineer's services.

It is hereby understood that specific major engineering works (such as major road or other projects) and those involving federal and state agencies which require related engineering services to be obtained in accordance with specific regulations, that the Engineer may be procured and contracted per their applicable requirements. The Engineer shall not be excluded due to this agreement from the submission of proposals to the County or others where specific proposals are required.

III. Basic Services

Basic services related to this agreement are those believed to be typical and are hereby defined as follows:

1. General Consulting
2. Meetings and Site Visits
3. General Observation of Sites or Work
4. Boundary Surveying
5. Topographic Surveying
6. Easement Descriptions and Exhibits
7. Engineering Studies and Reports
8. Project Opinions of Cost
9. Civil Engineering Design
 - a. Stormwater
 - b. Road Improvements
 - c. Culverts & Stormwater Structures
 - d. Site Grading
 - e. Sanitary Sewer
 - f. Water
10. Storm Water Pollution Prevention Plans (SWPPP) and MDNR Permits
11. Bidding Assistance
12. Construction Administration
13. General Plan and Project Reviews
14. Grant And Other Application Assistance (Related To Project Funding)

IV. Additional Services

If authorized by the County, the Engineer may furnish additional services. Additional services are any services not previously listed or otherwise jointly considered as a Basic Service. These services shall be paid for by the Owner as indicated in Section V of this proposal.

V. Payment to the Engineer (Fees)

The Owner shall pay the Engineer for Basic and Additional services rendered per the Engineer's Standard Hourly rates, current at the time of service, per the terms of this Agreement, or per a lump sum fee or separate agreement when requested and subsequently approved by the County. Current standard hourly rates are attached hereto as Exhibit 'B' and made a part hereto in conformance with other applicable sections of this agreement (and may be requested in the future).

V. General Engineering & Surveying Payment Information

1. Those items listed as hourly shall be paid on an hourly basis per the Engineer's hourly rates current at the time of services performed and billed.
2. The County shall reimburse the Engineer for all mileage, fees, and other reimbursable expenses separately at the rates set forth in the applicable hourly rate schedule.
3. Statements will be mailed to the County on or before the end of each month for the amount of work completed with payment required within 30 days thereafter. Late payments may be subject to a late payment fee. Issuance of a statement for fees becoming 30 days delinquent may result in the suspension of services until payment in full is received or in project termination per the terms of this agreement.
4. If Engineer's services are suspended or delayed for more than 60 days through no fault of the Engineer, or if County has requested such changes in scope, extent or character of the project, the payment for Engineer's services shall be adjusted accordingly to compensate the Engineer for increases in items such as, but not limited to increased labor charges, staff changes, increased material costs or service requirements.
5. Hourly Rates applicable to this agreement may be adjusted annually by the Engineer to reflect changes in the compensation rates payable to the Engineer.
6. Application, hook-up, permit, and other fees not specifically indicated as included which are payable to MDNR or other applicable agencies are not included in the above listed fees and are to be directly paid by the County to the related agency per the agency's requirements.

VI. General Considerations and Provisions

1. This Agreement may be terminated by either party by ten days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party.
2. **Insurance:** The Engineer shall maintain insurance which shall be not less than the following limits of liability which may be met in combination of primary and excess insurance policies:
 - a. Commercial General Liability: \$1,000,000 per person, \$2,000,000 per occurrence, and \$2,000,000 per aggregate;
 - b. Automobile Liability: \$1,000,000 per person, \$3,000,000 combined single limit each accident;
 - c. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000 and
 - d. Professional ("Errors and Omissions") Liability: \$2,000,000, each claim and in the annual aggregate.

No coverage is provided for any liability or "suit" for damages which is barred by the doctrines of sovereign immunity or governmental immunity, by whatever name called, as set forth in RSMO 537.600 et seq or otherwise. In addition, this coverage form is not intended to act as a waiver, nor is it a waiver of any defense available to insured by statute or at common law.

A certificate of insurance is attached hereto as Exhibit C which shall be considered acceptable and satisfactory by execution of this agreement.

3. The Engineer shall defend, indemnify, and hold the County harmless (including its costs and attorney fees) from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the County by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) violation of statutory law, misrepresentation, copyright infringement, breach of contract, professional negligence, or ordinary negligence in the course of the performance of this agreement, provided that the Engineer is not obligated to indemnify or hold harmless the County from the County's own negligence or wrong doing. Nothing in this agreement shall be considered as a waiver of the County's governmental immunity, or any other immunity or defense available to the County under Missouri law or otherwise. It is hereby expressly acknowledged by all parties of this agreement that the County may retain all immunities, limitations of liability, and defenses provided by the law, and that any liability of the County shall be limited accordingly.
4. In an effort to resolve any conflicts or disputes that arise during the performance of or as the apparent result of services performed per this Agreement, the County agrees to resolve conflicts or disputes with the Engineer through nonbinding mediation prior to the pursuance of other binding dispute resolution methods such

as litigation, unless County and Engineer mutually agree in writing. Questions related to this agreement shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

5. The Engineer is not responsible for job site safety, the location of utilities, job site conditions, or the actions of any parties or persons not under the direct employment, or supervision as designated in writing, of the Engineer.
6. The County acknowledges the Engineer's drawings, specifications, reports and related works, including all printed and electronic media, as instruments of the Engineer's professional service. The Engineer retains all applicable rights to said instruments and intends for their reference, use, and retention by the County only for such purposes as directly related to the Projects. The County shall not make or permit the modification, unauthorized reproduction, misrepresentation, or use on unrelated projects of said instruments. The County agrees to hold harmless and indemnify the Engineer from all claims, liabilities, damages, and costs resulting from the unauthorized use, modification, or distribution of said instruments where written consent has not been granted by the Engineer.

VII. Notice Of Limitations:

The scope of work for this project is limited to the services described herein. Review times by MDNR or other applicable agencies is subject to those agencies and no guaranty is given as to when approvals may be obtained or the timeline of the submittal and approval process. Changes in scope other items that result in redesign may result in additional fees and considered additional services. The location of utilities is based upon information provided by others and subject to any inaccuracies therein. Modification, relocation or assessment of utilities such as electric or telephone are not included herein. Construction observation is to be provided as indicated herein and additional or resident inspection is the responsibility of the City or others. Site safety, security, location of utilities, and means and methods of construction are the responsibility of the Contractor.

VIII. General Conditions:

Please refer to the attached Exhibit A- General Conditions and the terms and conditions therein which shall be considered part of this agreement.

IX. ACKNOWLEDGEMENT:

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this _____ day of _____, 2026 at Christian County, Missouri.

DATED: _____

Lynn Morris, Presiding Commissioner

DATED: _____

Johnny Williams, Western Commissioner

DATED: _____

Bradley A. Jackson, Eastern Commissioner

Attested By:

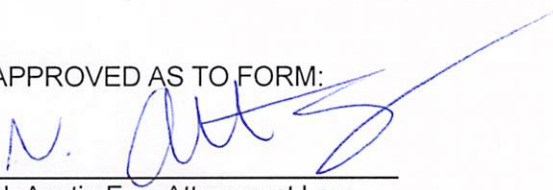
Paula Brumfield, Christian County Clerk

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:



N. Austin Fax, Attorney at Law

901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

SHAFFER & HINES ENGINEERING, INC.

Andrew T. Novinger, Vice President

Attachments:

Exhibit A – General Conditions
Exhibit B – Rate Schedule

SHAFFER & HINES, INC.

CONSULTING ENGINEERS & PROFESSIONAL LAND SURVEYORS

P.O. Box 493, 731 W. Mt. Vernon, Nixa, Missouri 65714 417-725-4663

EXHIBIT A

GENERAL CONDITIONS

The following conditions and information is acknowledged and agreed to by Client as a part of the acceptance of the work proposal/agreement with Shaffer & Hines, Inc. (S&H) and are hereby considered included as a part thereof.

I. Additional Services: If authorized by the Client, S&H may provide additional services. Additional Services shall be considered any service(s) requested not explicitly indicated herein as a Basic Service and may include, but are not limited to, boundary surveys, construction staking, requested or required meetings, redesigns, change orders, and other work. Where surveying is provided, one set of stakes shall be provided and restaking shall be considered an Additional Service billed to the requester. Services resulting from significant changes in the scope, extent, or character of the portions of the work performed by S&H including, but not limited to, changes in size, complexity, or revisions due to any causes beyond S&H's reasonable control. Fees for additional services shall be per the current S&H hourly rates at the time of service and/or by the terms otherwise indicated herein. Separate agreements may be provided when requested.

II. Payment:

The Client shall pay Shaffer & Hines, Inc. for services rendered as described below.

1. Those items listed as hourly shall be paid on an hourly basis per our hourly rates current at the time of service.
2. Unless agreed to otherwise, Additional Services and Re-Staking shall be paid on an hourly basis per our standard hourly rates.
3. Invoices shall be mailed to the Client on or before the end of each month, for work completed, with payment required within 30 days thereafter. Overdue payments may be subject to a finance charge. The finance charge is computed at a periodic rate of 1 1/2% per month (18% annually) and applied to the previous balance after deducting payments received by the billing date.
4. Payment of fees after 30 days may result in a hold on work or project termination until payment in full is received.
5. If SH's services are suspended or delayed through no fault of SH, or if Client has requested such changes in scope, extent or character of the project, the payment for SH's services shall be adjusted accordingly.
6. As a part of the consideration hereof, the customer agrees to pay all costs of collection, including but not limited to all court costs and reasonable attorney fees, if this account is placed for collection

III. General Considerations and Provisions

1. The scope of this project is limited to the services described herein. Services do not include design related to other improvements.
2. The prices, terms and conditions are valid for 30 days and are only valid if accepting this proposal and the attached general conditions. If the Client requests S&H to agree to a different subcontract agreement, the prices listed are subject to negotiation, depending on the terms of the subcontract agreement.
3. Where applications are made to MDNR, Client is responsible for all permit fees. Review times by MDNR or other applicable agencies is subject to those agencies and no guaranty

is given as to when approvals may be obtained or the timeline of the submittal and approval process.

4. Full-time construction observation is not included and is the responsibility of others unless accepted as additional service.
5. This agreement may be terminated by either party with seven days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party.
6. Ownership Of Documents: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by S&H as instruments of service pursuant to this Agreement, and applicable rights related thereto are retained by S&H. CLIENT further agrees that under no circumstance shall any documents produced by S&H, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of S&H. Any unauthorized use or modification of such documents shall be at CLIENT'S sole risk and CLIENT shall indemnify S&H against any liability arising from or related to such unauthorized use or modification. At the request and expense of the CLIENT, S&H will provide the CLIENT with additional copies of documents created in the performance of the work for a period not exceeding one year following completion of service.
7. Digital Files: In accepting and utilizing any drawings, reports and data on any form of digital media generated and furnished by S&H, the CLIENT agrees that all such electronic files are instruments of service of S&H, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of S&H. The CLIENT further agrees to waive indemnify the S&H against any and all claims against S&H resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than S&H. The CLIENT and S&H agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the contract. Any changes to the electronic specifications by either the CLIENT or S&H are subject to preview and acceptance by the other party. Additional services by S&H made necessary by changes to the electronic file specifications shall be compensated for as Additional Services. Electronic files furnished by either party shall be subject to an acceptance period of 45 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by S&H and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S&H, its officers, directors, employees and sub- consultants (collectively, S&H) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than S&H or from any reuse of the electronic files by CLIENT or anyone else to whom CLIENT has provided the electronic files without the prior written consent of S&H. In no event shall S&H be liable for indirect or consequential damages as a result of S&H's services or the CLIENT's use or reuse of the electronic files.
8. Safety: Shaffer & Hines, Inc. is not responsible for job site safety. Should S&H provide any services at the job site during construction, CLIENT agrees that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

9. Shaffer & Hines, Inc. is not responsible for job site conditions or the actions of any parties or persons not under direct employment or supervision (as designated in writing) of Shaffer & Hines, Inc.
10. Responsibility For Contractor's Performance: Except for its own subcontractors and employees, S&H shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the project site.
11. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.
12. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable
13. To resolve any conflicts or disputes that arise during the performance of or as the apparent result of services performed per this Agreement, the Client agrees to resolve conflicts or disputes with Shaffer & Hines, Inc. through nonbinding mediation prior to the pursuance of other binding dispute resolution methods such as litigation, unless Client and Shaffer & Hines, Inc. mutually agree in writing.
14. It is assumed that all right of ways, easements, property ownership issues, and private utilities affecting the project have been obtained or will be and related information will be provided to us.
15. All utilities will be located accurately by a Utility Locator Service and/or utilities provider/owner. The location of utilities is based upon information provided by others and subject to any inaccuracies therein. Modification, relocation or assessment of utilities such as electric or telephone are not included herein.
16. Shaffer & Hines, Inc. has insurance as listed on certificates available for review upon request. The proposal pricing assumes our standard "insurance limits" and "insurance types" are adequate for this project. If additional "insurance limits" or "insurance types" are required, the pricing is subject to change. Shaffer & Hines, Inc. does not have insurance to work on any Railroad Property and the General Contractor or Client shall provide any necessary insurance for Shaffer & Hines, Inc. for working on Railroad Property.

IV. Notice To Owner

Failure of a contractor to pay those persons supplying material or services to complete this contract can result in the filing of 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 a lien waiver from all persons supplying material or services for the work described in the contract. Failure to secure lien waivers may result in payment for labor and material twice.

EXHIBIT B

SHAFFER & HINES, INC. STANDARD FEE SCHEDULE

Engineering:

Principal Engineer	\$205.00
Department Manager	\$175.00
Project Manager	\$159.00
Project Engineer	\$149.00
Engineering Technician 3	\$144.00
Engineering Technician 2	\$129.00
Engineering Technician 1	\$104.00
Clerical	\$50.00

Surveying:

Department Manager	\$191.00
Project Surveyor	\$153.00
Surveying Technician 3	\$138.00
Surveying Technician 2	\$119.00
Surveying Technician 1	\$100.00
Two-Man Crew	\$191.00
Three-Man Crew	\$238.00
1 Man GPS	\$234.00
2 Man GPS	\$261.00
1 Man Robot	\$186.00
2 Man Robot	\$213.00

Reimbursable Expenses:

Mileage	\$0.70 per mile
Prints:	
Plan Sheets	\$5.00 per sheet
Mylar	\$10.00 per sheet
24x36 Color	\$20.00 per sheet
11x17 Color	\$5.00 per sheet
8½x11 Color	\$3.00 per sheet
Photocopies:	
24x36	\$20.00 each
All others	\$0.30 each
Lodging	Direct Cost
Other Outside Expenses or	
Subcontract Services	Actual cost plus 10%

Note: The above Hourly Rates are effective through December 31, 2026, and subject to change by the Engineer thereafter.

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
01/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jay C Jones 803 W South St Ozark, MO 65721 (417) 581-7400 (006/168)		CONTACT NAME: Jay C Jones PHONE: (417) 581-7400 A/C No. Ext: (417) 581-7400 E-MAIL: jjon11@amfam.com ADDRESS:		FAX: (855) 507-5879 A/C No:	
INSURED Shaffer & Hines Inc. PO Box 493 Nixa, MO 65714		INSURER(S) AFFORDING COVERAGE INSURER A: American Family Mutual Insurance Company, S.I.		NAIC # 19275	
		INSURER B: Midvale Indemnity Company		27138	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y		CA00005679	01/15/2026	01/15/2027	BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 BODILY INJURY \$ \$
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER	Y		CP00033272	01/15/2026	01/15/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y		CU00001512	01/15/2026	01/15/2027	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP1007756	01/15/2026	01/15/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kwincie Hannaford



SHAF&HI-01

PCANNON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certification does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Daniel and Henry Co. 1001 Highlands Plaza Drive West Suite 500 Saint Louis, MO 63110	CONTACT NAME: Michael Sorensen	
	PHONE (A/C, No, Ext): (314) 444-5056	FAX (A/C, No): (314) 444-1990
	E-MAIL ADDRESS: SorensenM@danielandhenry.com	
INSURED Shaffer & Hines, Inc. PO Box 493 Nixa, MO 65714	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hanover Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 22292	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMPI/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N		N/A				PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liabili			LHKA63141911	5/13/2026	5/13/2027	Each Claim 2,000,000
A	Professional Liabili			LHKA63141911	5/13/2026	5/13/2027	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Informational Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MASTER SERVICES AGREEMENT

This Master Services Agreement (Agreement), by and between Christian County, Missouri (“CLIENT”) whose mailing address is 1106 W Jackson St., Ozark, Missouri 65721, and Wilson & Company, Inc., Engineers & Architects, (“WILSON”) whose mailing address is 1850 South Blackman Rd., Springfield, Missouri 65809 is entered into. CLIENT and WILSON are also referred to herein individually or collectively as the Party or Parties.

WITNESSETH

In consideration of the mutual promises contained herein, CLIENT and WILSON agree, promise, and obligate themselves as follows:

1. WILSON promises to perform the Services in accordance with the Agreement.
2. CLIENT promises to pay WILSON for full, accurate, and timely performance of the Services in accordance with the Agreement.
3. The Agreement consists of the following documents, listed in order of priority in the event of any inconsistency or conflict between any term or condition herein:
 - a. This Agreement
 - b. Any future written addendum, amendment, or Change Order to the Agreement, with the latest date prevailing
 - c. Exhibits:

Exhibit A	Scope of Services and Schedule
Exhibit B	Rate Schedule
Exhibit C	Certificate of Liability Insurance
4. The foregoing constitutes the entire Agreement and supersedes all prior proposals, negotiations, contracts, awards, letters of intent and written or oral statements, representations, or other agreements pertaining to the specific subject matter and scope of the Agreement.

AGREEMENT TERMS

In consideration of the mutual promises contained herein, the Parties agree, promise and obligate themselves as follows:

1 DEFINITIONS

- 1.1 “Affiliate” of a Party means any entity controlling, controlled by, or under common control with, such Party.
- 1.2 “Agreement” means this Master Services Agreement, the terms and conditions herein and all other parts, exhibits and schedules, which together comprise the Master Services Agreement documents specifically described and listed as attachments herein.

- 1.3 “Claim” means any request for or assertion of rights or other entitlement, or allegation of any Liability against a Party, by either the other Party or a third party, which arises out of or relates to this Agreement, the Services, or based in Law.
- 1.4 “Client” means any third party under contract to CLIENT upon whose premises the Work may be performed or for whom WILSON may provide any Work hereunder.
- 1.5 “CLIENT” means Christian County, Missouri or any Affiliate thereof that may make use of the Services to be provided by WILSON under this Agreement.
- 1.6 “CLIENT Equipment” means any equipment, tools, temporary facilities, structures, vessels, storage and other items provided by the CLIENT Group to be used in the performance of the Services that will not be permanently incorporated into the Services.
- 1.7 “CLIENT Group” means CLIENT, its Affiliates and joint venture partners, and each of their respective directors, officers, Employees, WILSON’s, suppliers, agents, carriers, brokers, freight forwarders, representatives, successors, assigns, and insurers of all tiers.
- 1.8 “CLIENT Material” means any goods, materials, or other items furnished by the CLIENT Group intended for permanent incorporation into the Services.
- 1.9 “CLIENT Site” means a Site owned, occupied or controlled by a member of the CLIENT Group.
- 1.10 “Confidential Information” means any and all Intellectual Property of the CLIENT Group and any and all data and information in any tangible or intangible form or media concerning or relating to the business and legal affairs of the CLIENT Group, including or concerning this Agreement, the Services, technical information, software, computer programs, “know how,” customer service methods, processes, equipment, compositions, ideas, improvements, inventions, patents, research, business plans, financial information, sales, sales volume, sales methods, sales proposals, costs, trade secrets, identity of personnel in the employment of any member of CLIENT Group, customers and prospective customers, amount or kind of customers’ purchase, knowledge of customers’ specifications and requirements, confidential information of customers, pricing information, sources of supply and material specifications, or other confidential or proprietary information belonging to the CLIENT Group or relating to its business affairs including or concerning commercial strategies, documents, processes, policies, procedures, designs, systems, technology, and litigation, and including that data and information which was received from a third party under a contractual obligation of confidentiality which may be revealed or disclosed to the WILSON Group in any manner or form during the term of this Agreement and during performance of the Services.
- 1.11 “Construction Contract Documents” means the written documents that define the roles, responsibilities, and work under any applicable or related construction contract, including all exhibits, attachments, supplements, and all other such documents used as contract modifications.
- 1.12 “Controlled Substance” means opiates (including heroin), marijuana, hashish, cocaine, hallucinogens, mescaline, peyote, PCP, prescription drugs (including amphetamines and barbiturates) not obtained and used under a prescription lawfully issued to the person

possessing them or not authorized by CLIENT medical staff, or any other substance included in the Federal Controlled Substances Act (or regulations promulgated thereunder) or unlawful under applicable Law.

- 1.13 “Deliverables” means the tangible or intangible documents, products, goods, software (whether in human readable format or machine readable format), WILSON Materials, Intellectual Property or other items developed, performed, produced, created, procured, utilized or provided by WILSON under this Agreement comprising the Services.
- 1.14 “Dispute” means any dispute, disagreement, matter or issue arising out of or related to this Agreement, the Services or the relationship between the Parties, in which the Parties have not reached a resolution (including unresolved Claims) after exhausting any procedures set forth in Section 13, and for which one Party desires to initiate the dispute resolution process or for which such dispute resolution process is required for final resolution hereunder.
- 1.15 “Effective Date” means the date set forth in Section 5.1.
- 1.16 “Employee” means any individual who is employed on the direct payroll of a Party and works under the direct supervision and control of such Party. It shall also include any temporary, contract or agency labor, crewmen, seconded, or other Personnel employed or obtained under contract by a Party who works under the direct supervision and control of the employing Party.
- 1.17 “Foreign National” means any individual who is not a U.S. citizen, lawful permanent resident (i.e., a holder of a “green card”), political asylee, refugee, or another member of a limited class of “protected individuals.” See 15 C.F.R. § 734.2(b)(2)(ii) (citing 8 U.S.C. § 1324b(a)(3)). Workers employed in the United States under employment-based visas (“H” visas) generally are considered Foreign Nationals.
- 1.18 “Group” means either the WILSON Group or the CLIENT Group in accordance with the context of use.
- 1.19 “Intellectual Property” means any and all proprietary information of a Party or other person in any form, whether tangible or intangible, deemed to be unique and original and to have marketplace commercial value by such Party or person and thus to warrant protection under the Law as a transferable property right under patent, copyright, trademark, or trade secret laws of the applicable jurisdiction. Non-limiting examples of proprietary information include ideas, inventions, developments and improvements (whether patentable or not); designs; chemical, business, or computer processes and methods; know-how; plans; drawings; prints; transparencies; photographs; negatives; samples; specifications; databases; reports; manuscripts; working notes; documentation; manuals; materials; copyrightable works; data; works made for hire; as well as the physical embodiments of intellectual effort such as, for example, models, machines, devices, designs, mask works, apparatuses, instrumentation, circuits, computer programs and visualizations, biological materials, chemicals, and other products of research and development.
- 1.20 “Intellectual Property Rights” means all copyrights, design rights, patents, trademarks, trade secrets, or applications for any of the foregoing, including any renewals, extensions,

continuations, continuations in part, or reissues thereof and any reexamination certificates relating thereto, and all other intellectual property and other intangible rights as defined under any applicable Law, whether in the United States or any other jurisdiction, and regardless of whether claimed, established, filed, applied for or pending.

- 1.21 “Law” means all international, national, state and local laws, regulations, statutes, treaties, conventions, codes, ordinances, orders, directives, court actions, case precedents, common law principles, agency actions, standards, rules, and all other governmental, legislative, judicial, and executive orders of any nature, whether now existing or hereinafter enacted (including any decision, order or action construing, interpreting, enforcing, clarifying, or implementing any such Law), of any duly-authorized and constituted governmental or international body, organization, agency or authority.
- 1.22 “Liability” means the effects, applications, or consequences, under any theory of applicable Law, including statutory, contractual, negligence (whether active, passive, sole, concurrent, or gross), willful misconduct or other fault, or strict liability, of a Party’s acts or omissions or the acts or omissions of any person for which a Party (including any member of that Party’s Group under this Agreement) is responsible under such Law, and whose liability is alleged, claimed, asserted, determined, adjudicated, arbitrated, settled, or decided. Liability shall include any alleged or actual Claims assessment, confiscation, expropriation, grievances, disputes, governmental actions, judgments, losses, costs (including attorney’s fees, court and arbitrator costs, and costs of litigation and dispute resolution), expenses, fees, fines, penalties, interest, liens, disbursements, encumbrances, damages, lawsuits, cause of action, payments, and any similar consequence under a Law whatsoever.
- 1.23 “Lien” means any claim of any kind provided for under Law against any real or personal property interest related to the Services as security for payment of a debt or a duty under a Law, with the right by a lien holder to take, hold or sell the subject property should such payment or duty not be satisfied.
- 1.24 “Notice” means a written communication from one Party to the other Party required under this Agreement.
- 1.25 “Party” means, individually, the contracting entities executing this Agreement as identified in this Agreement, and collectively referred to as the “Parties”.
- 1.26 “Personnel” means all individuals for whom any Party is legally responsible under the terms of the specific provision.
- 1.27 “Screen” means to conduct any test on a person using blood, urine, breath or other samples to determine the presence of Controlled Substances or alcohol in such person’s body.
- 1.28 “Services” or “Work” means all obligations, duties and responsibilities required of WILSON pursuant to this Agreement, including all Personnel to be provided, labor and work to be performed, WILSON equipment or WILSON Material to be provided, incorporation of CLIENT materials, use of CLIENT Equipment, Deliverables to be created, supplied, fabricated, procured, designed, or engineered, any corrective Services and other requirements in this Agreement performed by or required of WILSON in

executing or preparing to execute the duties and obligations set forth in the Scope of Work.

- 1.29 “Site” means the physical location or facility in, through, on which, or for which the Services are performed, or the physical location or facility into which the Services are incorporated. Site shall include any physical work area (including adjacent areas), whether land, air, water, aboveground or underground, utilized by any member of the WILSON Group in preparing, fabricating, or performing any Services under this Agreement, including any additional areas as may be allocated in writing by CLIENT for temporary use by WILSON during the performance of the Services. Any reference to “Site” in this Agreement means both CLIENT Site and WILSON Site as may be applicable.
- 1.30 “Taxes” means any taxes, fees, charges, levies, assessments, charges, imposts, import or export duties, or other amounts assessed or levied directly or indirectly by any authority with jurisdiction over the Parties or their Employees; CLIENT Equipment or WILSON Equipment; CLIENT Materials or WILSON Materials; or the Services. Taxes shall include (a) all taxes on WILSON’s earnings, including income or excess profit; (c) all taxes on salaries, wages, bonuses, perquisites, benefits, or other compensation paid by WILSON to its Personnel; (c) all taxes on any property owned, leased, used, or under the care, custody and control of WILSON; (d) all taxes on any rates of compensation received by WILSON; (e) all taxes assessed by any non-US jurisdiction or authority; (f) all applicable excise, sales or use taxes based upon the compensation rates received by WILSON; and (g) taxes assessed upon the Deliverables, the Services, or any component thereof.
- 1.31 “WILSON Equipment” means any equipment, tools, software, materials, supplies, consumables, temporary facilities, structures, vessels, storage and other items owned, leased, borrowed, utilized, chartered, hired, or provided by the WILSON Group to perform the Services that will not be permanently incorporated into the Services.
- 1.32 “WILSON Group” means WILSON and its Affiliates, directors, officers, Employees, Consultants, suppliers, agents, carriers, brokers, freight forwarders, representatives, successors, assigns, and insurers of all tiers.
- 1.33 “WILSON Material” means any goods, materials or other items furnished by the WILSON Group and intended for incorporation into the Services.
- 1.34 “WILSON Site” means a Site owned, occupied or controlled by a member of the WILSON Group.

2 SCOPE OF SERVICES

- 2.1 WILSON shall perform, on an “on call” basis per CLIENT’s request, certain engineering, design, master planning or other professional services (including, but not limited to, civil, mechanical, structural, industrial and electrical engineering services and architectural design services), in connection with CLIENT projects at job sites selected by CLIENT, all as specified in particular Task Orders issued by CLIENT from time to time during the

term of this Agreement. The Services to be performed by WILSON shall be detailed in a Task Order duly executed by officers of CLIENT and WILSON for each specific project, as indicated in Exhibit A and Exhibit B. Each Task Order shall indicate the specific Services to be performed, and Deliverables to be provided by, WILSON.

- 2.2 This Agreement is not a commitment by CLIENT to WILSON to issue any Task Orders. Likewise, this Agreement is not a commitment by WILSON to CLIENT to agree to perform any Task Order presented to WILSON by CLIENT.
- 2.3 WILSON shall not be obligated to perform any prospective Task Order unless and until CLIENT and WILSON agree as to the particulars of the Task Order, the Services and/or Deliverables to be performed by WILSON, WILSON's compensation, and any/all other matters deemed appropriate.
- 2.4 CLIENT and WILSON shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement. A Task Order shall not amend or add to the general terms and conditions set forth in this Agreement in any respect except to define and describe: i) the particular project on which WILSON is being engaged to perform Services; ii) the scope of work and the exact Services to be performed by WILSON on the particular project; iii) the respective special or unique responsibilities or duties of CLIENT and WILSON, if any, on the particular project; iv) any special pricing or special fees, if any, applicable to the particular project; v) the time for completion of the particular project, if any; and, vi) any other special or unique terms and conditions which are necessary to describe the particular project, Deliverables, or the Services to be performed by WILSON on the particular project. Additional or conflicting contractual terms or conditions may be added only by formal written amendment to this Agreement signed by both Parties and not through any Task Order; any such terms and conditions contained in any Task Order shall be of no force or effect.
- 2.5 WILSON shall furnish trained and capable personnel to perform the Services as required by CLIENT and as further described in the Scope of Services attached hereto as Exhibit A.
- 2.6 If the Services involve the creation or development of any software or source code, the specifications for such Deliverables, including any functional requirements, shall be set forth in an exhibit to this Agreement.

3 GENERAL

- 3.1 CLIENT employs WILSON as an independent contractor, to perform the Services described herein and as detailed in each Task Order duly executed by CLIENT and WILSON.
- 3.2 To the extent required by law, all final documents prepared by WILSON or its sub-consultants shall be sealed by a professional licensed in the state where the particular project is located.

- 3.3 WILSON shall designate a representative authorized to act in WILSON's behalf. WILSON reserves the right to change representatives as necessary due to availability.
- 3.4 WILSON shall recommend to CLIENT the need for such investigations, surveys, tests, analyses and reports as may be necessary for the proper execution of WILSON's Services.
- 3.5 If any Task Order requires WILSON to provide Opinions of Probable Construction Cost, CLIENT acknowledges that WILSON has no control over the cost of labor, material or equipment, or over Contractor's methods of determining prices, or over competitive bidding or market conditions. Any opinions of construction costs provided by WILSON only represent WILSON's reasonable judgment as a design professional familiar with the construction industry. WILSON cannot, and does not, guarantee that the bids or the project construction costs will not vary from the Opinions of Probable Construction Cost prepared by WILSON. If CLIENT desires more accurate information on project cost, it shall independently retain the services of a construction estimator.
- 3.6 WILSON represents that it is authorized to practice engineering in the state in which the particular project is located.

4 CLIENT'S RESPONSIBILITIES

- 4.1 CLIENT shall have the responsibilities set forth below, and as detailed in each Task Order.
- 4.2 CLIENT shall designate a representative authorized to act in CLIENT's behalf. CLIENT reserves the right to change representatives as necessary due to availability.
- 4.3 CLIENT shall provide WILSON with all criteria and full information as to CLIENT's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, if any, which CLIENT will require to be included in the Drawings and Specifications; furnish copies of CLIENT's standard forms, conditions, and related documents for WILSON to include in the Bidding Documents, when applicable; furnish any other available information pertinent to each particular project including reports and data relative to previous designs, construction, or investigation at or adjacent to the site; furnish such additional project-related information and data as is reasonably required to enable WILSON to complete its Services.
- 4.4 CLIENT shall furnish WILSON with the findings and reports generated by testing laboratories, including findings and reports obtained from or through CLIENT.
- 4.5 CLIENT shall examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by WILSON for each particular project and render in writing timely decisions pertaining thereto. If CLIENT detects any error or omission in WILSON's designs or documents, CLIENT shall give prompt notice to WILSON of same so that it may be corrected in a timely manner.

- 4.6 CLIENT shall provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of each particular project designed or specified by WILSON and such reviews, approvals, and consents from others as may be necessary for completion of each phase of each particular project.
- 4.7 In the event that CLIENT furnishes WILSON with documents showing existing conditions, or prior projects or designs for WILSON's use in connection with each particular project, CLIENT represents to WILSON that with regard to all such documents and designs, including the architectural works depicted therein, whether in hard copy or on computer disk format (hereafter collectively referred to as the "documents"), CLIENT is the true and legal CLIENT, licensee or assignee of the copyrights in and to all such documents and grants WILSON a royalty-free license to copy such documents. CLIENT recognizes that the use of such documents by WILSON will be at CLIENT's sole risk and without any liability, risk or legal exposure to WILSON, and CLIENT therefore agrees that, to the fullest extent permitted by law, CLIENT will indemnify, defend and hold harmless WILSON, its subconsultants, and their respective officers, directors, employees and agents from and against any claim of copyright infringement, trademark infringement, unfair competition or other related claim or cause of action brought or asserted by any person or entity claiming to be the lawful CLIENT, assignee or author of such documents, or claiming some other right that has allegedly been violated by WILSON's use of these furnished documents on each particular project.
- 4.8 CLIENT shall be responsible for, and WILSON may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to WILSON pursuant to this Agreement. WILSON may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. With respect to all information CLIENT is required to provide or furnish WILSON, as set forth above or any other information CLIENT provides or furnishes to WILSON pertinent to each particular project and upon which it is reasonably anticipated WILSON will rely upon, CLIENT shall notify, in writing, WILSON of all defects, errors, or omissions in such information known by CLIENT or for which CLIENT should reasonably have knowledge.
- 4.9 CLIENT shall arrange for safe access to and make all provisions for WILSON to enter upon public and private property as required for WILSON to perform services under the Task Order.
- 4.10 CLIENT shall advise WILSON of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to each particular project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- 4.11 CLIENT shall, at the written request of WILSON, and prior to commencement of WILSON's Services and thereafter, furnish to the WILSON reasonable evidence that financial arrangements have been made to fulfill CLIENT's obligations under this Agreement. Furnishing of such evidence shall be a condition precedent to commencement or continuation of WILSON's Services. After such evidence has been furnished, CLIENT shall not materially vary such financial arrangements without prior notice to WILSON.

- 4.12 If CLIENT requires that any assembly, system, product item of material, or design be included in each particular project without (or against) WILSON's recommendation, or if CLIENT selects a contractor, subcontractor, or material fabricator, or any assembly, system, product or item of material, without (or against) WILSON's recommendation, WILSON shall have no responsibility for such decision by CLIENT or for the performance of such CLIENT-specified items or persons, nor shall WILSON be required to issue any opinion or certificate with respect to such items or the work of such persons. CLIENT shall indemnify, defend and hold WILSON harmless from all claims, damages, loss and expense, including reasonable attorney's fees and defense costs incurred as a result of any such decision by CLIENT.
- 4.13 CLIENT shall pay WILSON compensation as set forth in Section 8 COMPENSATION of this agreement.

5 DURATION OF AGREEMENT AND TERMINATION

- 5.1 The term of this Agreement shall commence on the date signed by all parties (the "Effective Date") and shall continue through expiration of Agreement.
- 5.2 This Agreement shall automatically expire on the date set forth in Section 5.1. Any uncompleted Services or unaccepted Deliverables outstanding at the time this Agreement expires shall remain subject to the Terms and Conditions of this Agreement until such Services are completed or such Deliverables are accepted by CLIENT.
- 5.3 CLIENT or WILSON may terminate this Agreement at its option by 30-day written notice to the other Party.

6 INDEPENDENT CONTRACTORS

- 6.1 The relationship of CLIENT and WILSON established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to:
- (a) give either Party the power to direct and control the day-to-day activities of the other,
 - (b) constitute the parties as partners, joint venture's, co-owners or otherwise as participants in a joint or common undertaking, or
 - (c) allow WILSON to create or assume any obligation on behalf of CLIENT for any purpose whatsoever.
- WILSON agrees to furnish all tools, equipment, and materials necessary to accomplish this Agreement, and shall incur all expenses associated with performance, except as expressly agreed by the parties in writing. WILSON acknowledges and agrees that WILSON is obligated to report as income all compensation received by WILSON pursuant to this Agreement, and WILSON agrees to and acknowledges the obligation to pay all employment and other taxes thereon.

7 ORDERING

- 7.1 Acceptance of this Agreement by WILSON does not alone authorize WILSON to perform Services for CLIENT.

- 7.2 Services shall not commence until CLIENT issues WILSON authorization in writing.
- 7.3 WILSON shall comply with any special conditions included in this Agreement when performing Services on particular projects.

8 COMPENSATION

- 8.1 CLIENT makes no guarantees of any minimum amount of Services or money to provide Services hereunder. When the total dollar value of all invoices reaches ninety percent (90%) of the value in Exhibit B, WILSON shall notify CLIENT.
- 8.2 For complete, accurate, timely, and satisfactory performance of the Services, CLIENT shall pay to WILSON the compensation set forth in the Scope of Services. In the event of earlier termination, CLIENT shall pay WILSON for all Services rendered through the date of termination in accordance with the applicable terms of this Agreement and such payment shall only be for Services actually rendered and materials provided.
- 8.3 CLIENT shall pay to WILSON in accordance with the terms and conditions herein, in U.S. dollars, the compensation agreed herein and detailed in any Task Order duly executed by CLIENT and WILSON. In addition, if after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on WILSON's Services or compensation under this Agreement, then WILSON may invoice such additional sales or use taxes for reimbursement by CLIENT. CLIENT shall reimburse WILSON for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which WILSON is otherwise entitled under this Agreement and/or any Task Order duly executed by CLIENT and WILSON.
- 8.4 WILSON shall submit invoices on a 4 week basis, or as otherwise agreed upon in the Scope of Services, which shall be paid by CLIENT within thirty (30) days of receipt by CLIENT. If CLIENT fails to make any payment due WILSON for services and expenses within thirty (30) days after receipt of by CLIENT of WILSON's invoice, then: a) Amounts due WILSON 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; b) WILSON shall be entitled to its attorney's fees and costs in any action to recover amounts due and unpaid; and, c) WILSON may, after giving seven days written notice to CLIENT, 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 WILSON for any such suspension. Payment will be credited first to any interest owed to WILSON and then to principal. Invoices shall be submitted to CLIENT as described in the Scope of Services.
- 8.5 Each invoice shall clearly show the following:
 - a. Agreement Number
 - b. Number of invoice and date
 - c. Brief description of the Services rendered

- d. Time worked
- 8.6 Failure to include the required information detailed in Section 8.5 may result in the return of such invoices to WILSON for correction.
- 8.7 In the event that CLIENT disputes details or values on any invoice, it shall so notify WILSON within ten (10) days following the receipt of such invoice, indicating the items in dispute. CLIENT agrees to pay in accordance with the terms of Section 8.4 that portion of the invoice that is not in dispute. Accordingly, WILSON shall resubmit, if necessary, a credit memo equal to those agreed amounts invoiced in error or a second invoice for the amount in dispute and agreed by both Parties.
- 8.8 WILSON will be reimbursed for reasonable and necessary business travel and related expenses incurred by WILSON's Employees and for reasonable and necessary expenses necessary to provide services, provided that such expenses are incurred in accordance with Exhibit A.
- 8.9 The terms and conditions of this Agreement shall apply to all sub-consultants, consultants, affiliates, and subsidiaries of WILSON that may perform Services under this Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 WILSON's Intellectual Property and Intellectual Property Rights. WILSON represents that it owns, has duly licensed, or has been expressly granted the right to use, all Intellectual Property and the Intellectual Property Rights therein that it uses to perform the Services or contained in the Deliverables, and that such usage will not violate the Intellectual Property Rights of any third parties. Any pre-existing Intellectual Property owned or duly licensed by WILSON and used in the performance of the Services or embedded in the Deliverables, and any improvements or modifications thereto that may be developed or created by WILSON in the course of or as a consequence of performing the Services, except for the Deliverables, shall remain the property of WILSON ("WILSON Technology").
- 9.2 CLIENT's Intellectual Property and Intellectual Property Rights. The Confidential Information and Intellectual Property of any member of CLIENT Group disclosed to WILSON Group in any form and the Intellectual Property Rights therein (collectively "CLIENT Proprietary Information") are and remain the property of the disclosing CLIENT Group member. Upon CLIENT's request, termination or expiration of this Agreement for any reason, or with respect to any particular data on such earlier date that the same shall no longer be required by the recipient member of WILSON Group in order to render the Services hereunder, such CLIENT Proprietary Information shall be promptly returned to CLIENT by WILSON Group in a form and format acceptable to CLIENT or, if CLIENT so elects, shall be destroyed. WILSON shall not use the CLIENT Proprietary Information for any purpose other than that of performing the Services under this Agreement or fulfilling its obligations under this Agreement, and WILSON shall not disclose, lend, sell, assign, lease, disseminate, or otherwise dispose of CLIENT Proprietary Information or any part thereof to any other person, nor shall

WILSON commercially exploit any part of CLIENT Proprietary Information. WILSON shall not possess, or assert any property interest in, or assert any Lien, Claim, or other right against CLIENT Proprietary Information.

- 9.3 Rights in the Deliverables. As between CLIENT and WILSON, all Intellectual Property Rights, titles and interests to any Deliverables produced for CLIENT under this Agreement shall upon full payment of WILSON's compensation due hereunder be vested in CLIENT, except to the extent of any WILSON Technology as provided for in Section 9.1 above and contained therein (the rights to which shall be retained by WILSON).

10 INSURANCE

- 10.1 Without in any way limiting WILSON's Liability hereunder, WILSON shall maintain the following insurance policies with underwriters reasonably satisfactory to COMPANY:
- 10.1.1 Worker's Compensation Insurance as prescribed by Law. Employer's Liability Insurance shall be maintained with a limit of \$1,000,000 per accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.
- 10.1.2 Commercial General Liability (Bodily Injury and Property Damage) Insurance including, but not limited to, the following supplementary coverages: (a) Contractual Liability as per the ISO CG 00 01 or its equivalent, (b) Products and Completed Operations, (c) Broad Form Property Damage, and Explosion, Collapse and underground hazards (X, C, U). The limit of liability for such insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 General Aggregate.
- 10.1.3 Automobile Liability Insurance. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of this Agreement. The limits of liability of such insurance shall be not less than \$1,000,000 per accident, Combined Single Limit.
- 10.1.4 Professional Liability Insurance with minimum limits of \$2,000,000 per claim and in the aggregate on a claims-made basis.
- 10.2 If WILSON's Services are provided in Canada, or are deemed to be provided in Canada, then the following additional provisions shall apply to Worker's Compensation Insurance: a) WILSON will maintain, at its own cost and expense, Workers Compensation in accordance with applicable provincial and state Workers Compensation Acts and covering all of WILSON's personnel, including WILSON individually and, where applicable, WILSON's officers and directors, engaged in performing the work. WILSON will furnish to COMPANY a certificate of Workers' Compensation Insurance covering WILSON and each employee performing services on WILSON's behalf, in accordance with the statutory requirements of the province or state where the work is performed and having jurisdiction over WILSON and its employees. WILSON will at all times pay or cause to be paid any assessment or compensation required to be paid pursuant to applicable Workers Compensation Acts. WILSON will, at the time of commencement of the work, declare that all assessments or compensation payable to the applicable Workers Compensation Board have been paid, and COMPANY may during

performance of the work and upon completion of the work, require further declaration by WILSON that such assessments or compensation have been paid. WILSON will cause any and all subcontractors to comply with this provision. In the event WILSON supplies workers who are not employees of WILSON, WILSON will require and ensure that the coverages set forth above will cover such non-employee workers; b) prior to final payment by COMPANY for the work performed by WILSON, WILSON will provide COMPANY with a current Workers Compensation Board clearance certificate confirming that no assessments, premiums or other amounts are owing by WILSON to the Workers Compensation Board; c) if WILSON fails to maintain Workers Compensation Insurance or COMPANY otherwise becomes obligated to pay assessments or premiums on behalf of WILSON, then COMPANY will be entitled to recover payments made by COMPANY from amounts otherwise due to WILSON hereunder. If insufficient amounts are payable to WILSON hereunder, WILSON will reimburse COMPANY for any amount paid by COMPANY to the Workers Compensation Board (to the extent not recovered by COMPANY by this section) within 5 days of receiving COMPANY's invoice; and, if COMPANY is assessed any additional levy, extra assessment or otherwise by any Workers Compensation Board as a result of an accident causing injury or death to WILSON or any WILSON driver, or because of unsafe working conditions, then such levy or assessment will be paid by WILSON at its sole cost and expense.

- 10.3 The insurance coverage in Sections 10.1.1, 10.1.2, and 10.1.3, above shall be on an occurrence basis. All policies shall be endorsed to provide COMPANY with at least thirty (30) days notice prior to the effective date of any cancellation.
- 10.4 All insurance policies obtained or maintained by WILSON under this Agreement shall:
- a. Name COMPANY and COMPANY's Client, if applicable, as additional insured.
 - b. Provide primary coverage with respect to WILSON's Services hereunder, including any deductibles or self-insured retentions, which coverage shall not be considered contributory insurance with any insurance policies of any other insured.
 - c. Contain waivers of subrogation in favor of COMPANY and Client, if applicable to Insurance identified in 10.1.2 and 10.1.3 only.
- 10.5 WILSON shall, before commencing any Services, provide COMPANY with a certificate of insurance evidencing the above. The General Liability, Auto Liability and Workers' Compensation / Employer's Liability limits can be met in combination of primary and excess coverages.

11 INDEMNITY

- 11.1 To the fullest extent permitted by Law, each Party (the "Indemnitor") shall release, indemnify and hold harmless the other Party (the "Indemnatee") their respective officers, directors, members, partners, and employees, from actual direct losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party

claims or actions relating to each particular project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act, error, or omission of the Indemnitor or those for whom Indemnitor is legally liable, as adjudicated in a court of competent jurisdiction. To the fullest extent permitted by Law, an Indemnitor'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, WILSON, and all other negligent entities and individuals.

- 11.2 To the fullest extent permitted by Law, CLIENT shall indemnify and hold harmless WILSON and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from any material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to any federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- 11.3 The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated herein.
- 11.4 The indemnification provisions set forth herein applicable to WILSON are subject to and limited by the provisions agreed to by CLIENT and WILSON in Section 22, "Limitation of Liability."
- 11.5 To the fullest extent permitted by Law, CLIENT and WILSON waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, 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 this Agreement, the Services, Deliverables, and/or any Task Order relating to a particular project, from any cause or causes.
- 11.6 Nothing in this Agreement shall be construed as a waiver or abrogation of the Local Agency's sovereign or governmental immunity, or any other immunity or defense available to the Local Agency under Missouri law or otherwise. The parties expressly acknowledge that the Local Agency retains all immunities, limitations of liability, and defenses provided by law, and that any liability of the Local Agency shall be limited accordingly."

12 STANDARD OF CARE

- 12.1 The Services, including the Deliverables, shall conform to the requirements defined in the Scope of Services, including any specifications and services provided by the WILSON under this Agreement will comply with the level of care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. WILSON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by WILSON.
- 12.2 WILSON shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in CLIENT-furnished information.
- 12.3 Subject to the Standard of Care set forth in Paragraph 12.1, WILSON and its 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.
- 12.4 WILSON shall comply with any and all policies, procedures, and instructions of CLIENT that are applicable to WILSON's performance of WILSON's Services under this Agreement and that CLIENT provides to WILSON in writing, subject to the Standard of Care set forth in Paragraph 12.1, and to the extent compliance is not inconsistent with professional practice requirements.
- 12.5 This Agreement is based on Laws and CLIENT-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to CLIENT's responsibilities or to WILSON's services, times of performance, or compensation: a) changes after the Effective Date to Laws; b) the receipt by WILSON after the Effective Date of CLIENT-provided written policies and procedures; and, c) changes after the Effective Date to CLIENT-provided written policies or procedures.
- 12.6 WILSON shall not be required to sign any document, no matter by whom requested, that would result in WILSON having to certify, guarantee, or warrant the existence of conditions whose existence WILSON cannot ascertain. CLIENT agrees not to make resolution of any dispute with WILSON or payment of any amount due to WILSON in any way contingent upon WILSON signing any such document.
- 12.7 WILSON shall not at any time supervise, direct, control, or have authority over the work of any person or entity performing or supporting construction activities relating to any particular project, nor shall WILSON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any person or entity performing or supporting construction activities relating to any particular project, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of any person or entity (not including WILSON, its employees, agents, representatives, and consultants) performing or supporting construction activities relating to any particular project to comply with Laws applicable to that person or entity's furnishing and performing of its work. WILSON shall not be responsible for the acts or omissions of any person or entity (not including WILSON, its

- employees, agents, representatives, and consultants) performing or supporting construction activities relating to any particular project.
- 12.8 WILSON neither guarantees the performance of any person or entity performing or supporting construction activities relating to any particular project nor assumes responsibility for any failure to furnish and perform the Work in accordance with the Construction Contract Documents by any person or entity performing or supporting construction activities relating to any particular project.
- 12.9 WILSON shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by WILSON or its Consultants.

13 DISPUTES AND DISPUTE RESOLUTION

- 13.1 The parties will use good-faith efforts to resolve all Disputes amicably and promptly before pursuing litigation in a court of competent jurisdiction. Compliance with the terms, conditions and procedures outlined in this Section 13 within the prescribed time limits must be followed before any Party pursues litigation against the other Party, except for interim measures identified in this Section 13 and any action to enforce a court award.
- 13.2 Before pursuing litigation, a Party desiring to resolve a Dispute will provide a written Notice of Dispute to the other Party. Such Notice of Dispute must describe in reasonable detail the basis for such Dispute, and must include reasonable documentary evidence of the factual basis for the Dispute, and all relevant supporting documentation required by this Section 13. Any agreement or settlement of a Dispute will be evidenced by a written document memorializing the agreement or settlement of a Dispute, as executed by the Parties.
- 13.3 All negotiations and proceedings under this Section 13 are confidential and will be treated as compromise and settlement negotiations under the United States Federal Rules of Evidence.
- 13.4 Any Notice of Dispute must be presented to the other Party promptly upon discovery of the facts upon which the Dispute is based. In any event, WILSON must provide a Notice of Dispute to CLIENT no later than thirty days after final payment for all unpaid amounts (other than those that are in Dispute) has been received by WILSON. The parties will continue to meet all obligations hereunder pending resolution of the Dispute.
- 13.5 To the extent possible, the Party will submit with its Notice of Dispute all documentary evidence upon which it relies to substantiate its position on each issue in Dispute. Each issue in the Notice of Dispute must be itemized and detailed, and supported by the documentary evidence available at that time.
- 13.6 The mediation will take place in Springfield, Missouri and conducted under the Construction Mediation Rules of the American Arbitration Association.

- 13.7 The parties mutually choose an independent mediator who has professional expertise in the subject matter of the Dispute and experience in mediating such subject matter. If the parties fail to agree upon an independent mediator within thirty days after the date the Notice of Demand to Mediate was delivered, then the American Arbitration Association will appoint the mediator. The mediator will not have the authority to impose a settlement upon the parties, but will attempt to facilitate the parties reaching a satisfactory resolution of the Dispute. The mediator will promptly schedule the date, time and place of the first mediation session, which will be conducted in the manner prescribed by the applicable rules. The mediation, including arguments and briefs, will be in the English language. The mediation will terminate upon the first to occur of (a) the execution of a settlement agreement by the parties; (b) a written declaration of the mediator to the effect that the parties are hopelessly deadlocked and further efforts of mediation are no longer viable; (c) a written declaration signed by both parties that the mediation proceedings are terminated; or (d) the passing of sixty days from the date the Notice of Demand to Mediate was delivered. The parties will equally bear the fees and expenses of the mediation process, including the mediator and the organization.
- 13.8 Each Party will be responsible for its own legal and other costs and expenses in the Dispute resolution process, including attorney fees, and each Party agrees to pay its proportionately equal share of the costs and expenses of the administration of any Dispute hereunder, unless otherwise awarded by a court. The prevailing Party in litigation will be reimbursed by the non-prevailing Party for any reasonable costs and expenses incurred as awarded by a court.
- 13.9 WILSON will continue to perform the Disputed Services pending resolution of any Dispute under this Section 12. WILSON will include the text of this Section 13 in any contract it executes with any WILSON or supplier of any tier for any of the Services. All other non-disputed services will continue to be performed and reimbursed by the CLIENT.
- 13.10 This Dispute Resolution process is Confidential Information, and neither Party may disclose the existence, content or results of any Dispute Resolution proceeding hereunder to any third party (except to its legal and financial advisors provided such are under a confidentiality obligation to such Party covering such disclosures), except with the prior written permission of the other Party.
- 13.11 If any provision of this Section 13 is deemed void or unenforceable for any reason, it will be severed from the rest of this Section 13, and the remainder of this Section 13 will be enforced.

14 TAXES

- 14.1 WILSON is responsible for payment of all franchise, privilege and other such Taxes legally imposed on WILSON including, but not limited to, Taxes based on WILSON's revenue, income, net income, net assets, net worth or capital and any Taxes imposed in lieu thereof, and all duties, fees, levies, charges or other assessments of whatever nature legally imposed on WILSON in connection with performance under this Agreement.

CLIENT is responsible for payment of all excise, sales and use Taxes legally imposed on CLIENT in connection with the Services. WILSON accepts sole responsibility and liability for the payment of any and all contributions or taxes for unemployment insurance, social security payments, or other assessments for those persons performing work for WILSON hereunder. The parties agree to pay all such Taxes and fees promptly and in a timely manner to the proper authority in accordance with Law. If compensation to WILSON is other than lump sum, WILSON's invoices shall display the total amount of excise, sales and use Taxes paid or billed by WILSON. If it is determined that any Tax included in the amount paid by CLIENT was not required to be paid, WILSON agrees to promptly refund such amount to CLIENT. WILSON shall comply with applicable Law in identifying and describing with specificity, to the satisfaction of CLIENT, any such Taxes to be included in any invoice. In the event CLIENT is required by Law to withhold amounts payable to WILSON for the Services as Taxes, CLIENT shall withhold and pay such amounts to the proper tax authorities. With supporting documentation, CLIENT may charge to WILSON the costs of any such Taxes it has withheld and paid.

- 14.2 As WILSON is a non-resident of Canada, the parties agree that if WILSON's Services are provided in Canada, or are deemed to be provided in Canada under the Income Tax Act (Canada), the Income Tax Regulation, or any applicable tax treaty, a withholding of 15% is required pursuant to paragraph 153. (1)(g) of the Income Tax Act (Canada) and Income Tax Regulation 105 from any payments paid to WILSON in respect of Services provided in Canada. Where Services are deemed to be provided both inside and outside of Canada, the parties agree that payments, or a portion thereof of any payments paid to WILSON for WILSON's Services provided outside of Canada shall not be subject to withholding under paragraph 153(1) (g) of the Income Tax Act (Canada) or the Income Tax Regulation 105. In such cases, the parties shall make a reasonable allocation of the payments to determine the portion that will be subject to withholding. Notwithstanding the foregoing, if prior to the date payment is made by CLIENT to WILSON for WILSON's Services deemed provided in Canada WILSON provides CLIENT with written evidence satisfactory to CLIENT that Canada Revenue Agency has waived or reduced the withholding that would otherwise be required, CLIENT shall reduce the amount of the withholding accordingly. CLIENT shall be responsible for remitting the withheld amount and providing necessary reports to the appropriate governmental agency as required by applicable law.

15 LICENSES

- 15.1 Prior to commencement of performance of the Services, WILSON shall obtain, at its expense, all licenses, and governmental approvals that are necessary and required by Law to be issued in the name of WILSON to perform the Services in any location, including professional licenses, specialty and task-specific permits, which WILSON shall maintain for the duration of this Agreement. WILSON shall not commence any Services unless all required licenses, and governmental approvals are in full force and effect. WILSON shall furnish any security or deposits required in connection therewith. If requested by CLIENT, WILSON shall furnish CLIENT with a copy of any such licenses, and

approvals obtained by WILSON. WILSON shall ensure that all members of WILSON Group strictly comply with the requirements of this Section.

16 COMPLIANCE WITH LAWS

- 16.1 WILSON shall comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes and all applicable Laws of any governmental entity or international organization having jurisdiction or authority over any aspect of this Agreement, WILSON's performance, or the location of performance of any of the Services in WILSON's performance under this Agreement. Nothing in any other applicable Law or in this Agreement shall require any member of WILSON Group to violate, or excuse any member of WILSON Group from compliance with, any Law of the United States of America. WILSON shall ensure that all members of WILSON Group comply with the provisions of this Section.

17 PERSONNEL MATTERS

17.1 EMPLOYMENT PRACTICES

- 17.1.1 WILSON shall provide competent and adequately trained Personnel, and upon Notice from CLIENT, shall remove from the Site or from the Services any Personnel deemed by CLIENT in its sole judgment to be unsatisfactory. WILSON will ensure that all members of its Group will abide by and enforce security measures, including those pertaining to the prevention of theft, pilferage, vandalism, and waste.
- 17.1.2 WILSON shall comply with all applicable U.S. state and federal labor and employment Laws, including (a) Title VII of the Civil Rights Act, (b) the Age Discrimination in Employment Act, (c) the Americans with Disabilities Act, (d) the Family Medical Leave Act, (e) non-discrimination in any respect against any Employee or applicant for employment because of race, color, national origin, religion, sex, age, or for any reason prohibited by Law, and (f) the Fair Labor Standards Act (including the requirement to pay a statutory minimum wage to Employees).
- 17.1.3 Pursuant to the 1986 Immigration Reform and Control Act, WILSON shall verify that all WILSON Group Personnel performing any Services in the United States are authorized to work in the United States, and shall require signed original I-9 (Employment Eligibility Verification) forms or other acceptable proof of identity and authorization to work documents from each individual. Such original I-9 forms and copies of the other documents will be maintained by WILSON to provide evidence as required by Law and will be available for inspection by CLIENT or its designee upon CLIENT's written request.
- 17.1.4 To the extent applicable to the Services, WILSON shall comply with Executive Order 11246, or any amendment, replacement or counterpart thereof.
- 17.1.5 If the Services are performed outside the United States of America, WILSON shall also comply with all applicable labor and employment Laws for such Site. WILSON shall be

responsible for compliance by all members of WILSON Group with all foreign visa and immigration requirements of any jurisdiction if a Site is outside the United States.

17.1.6 WILSON shall contractually bind all members of WILSON Group to the express requirements of this Section 17.1.

17.2 DRUG, ALCOHOL AND FIREARMS POLICY

17.2.1 WILSON agrees that WILSON Group Personnel shall not perform Services or be allowed access to any CLIENT Site while under the influence of any Controlled Substance, or while a measurable presence of alcohol or such Controlled Substance has been or can be shown by a Screen (unless in accordance with the proper prescribed dosage for current personal treatment by a licensed physician as documented by a valid written prescription).

17.2.2 WILSON agrees that WILSON Group Personnel will follow CLIENT's policy regarding illegal drugs, Controlled Substances, alcohol and firearms, which policy is as follows:

17.2.3 The use, possession, distribution, purchase or sale of illegal drugs, controlled substances or drug paraphernalia while on a CLIENT Site, engaged in CLIENT business or while operating CLIENT Equipment is prohibited.

17.2.4 The use of illegal drugs, controlled substances or alcohol that causes or contributes to unacceptable job performance or unusual job behavior is prohibited.

17.2.5 The unauthorized use, possession, transportation or sale of alcoholic beverages while present on a CLIENT Site or while operating CLIENT equipment is prohibited.

17.2.6 The use, possession, transportation or sale of explosives, unauthorized flammable materials, firearms or other weapons by WILSON Group Personnel while present on a CLIENT Site, engaged in CLIENT business or while operating CLIENT Equipment is prohibited.

17.2.7 WILSON agrees that (a) CLIENT may remove any WILSON Group Personnel from, and deny such Personnel future access to, any CLIENT Site for violations of this Section 17.2 or for a reasonable suspicion of alcohol or Controlled Substance use, and (b) WILSON is responsible and assumes all Liability for immediately and safely removing such Personnel and Personnel's vehicle from such CLIENT Site.

17.2.8 In support of the policy set forth in Section 17.2.2, WILSON agrees that CLIENT may carry out reasonable searches of WILSON Group Personnel and their personal effects when entering, while present on, or when leaving a CLIENT Site.

17.2.9 Upon CLIENT's request, WILSON agrees to search or Screen WILSON Group Personnel (unless prohibited by applicable Law) prior to such Personnel (a) entering a CLIENT Site, or (b) operating CLIENT Equipment, or while such Personnel are (x) present on a CLIENT Site, or (y) operating CLIENT Equipment. WILSON agrees to notify the CLIENT Site manager prior to conducting such search or Screen.

17.2.10 WILSON's compensation for the Services includes the cost of drug testing its Personnel and the Personnel of its lower-tier sub-consultants before assignment to the Work.

WILSON's price also includes the cost of periodic random drug testing of same after assignment to the Work, if such testing is directed by CLIENT.

- 17.2.11 WILSON shall comply with all applicable Laws in the adoption, implementation and enforcement of its own substance abuse policy. WILSON agrees to have its substance testing program subject to audit upon request by the CLIENT.

17.3 LABOR RELATIONS

- 17.3.1 WILSON shall comply with the National Labor Relations Act, any applicable "Right to Work" law, and any other applicable Law related to labor relations.
- 17.3.2 WILSON shall give CLIENT Notice and full information of any knowledge they have regarding any threatened or existing labor relations problem or dispute affecting the Services. WILSON shall cooperate in any effort by CLIENT to mediate or otherwise attempt to resolve labor relations problems and disputes, including threatened or existing work stoppages, slowdowns, boycotts, disturbances, strikes, or picketing, affecting any Site. WILSON is solely responsible for any labor relations issues involving any member of its Group and to take reasonable measures to ensure that such do not affect performance of the Services, any Site, or this Agreement.
- 17.3.3 WILSON's obligation to diligently perform the Services will not be excused due to any labor relations problems, dispute or activity related thereto, including refusal to cross picket lines, unless, in the opinion of CLIENT there is a clear and substantial danger of substantial bodily harm or property damage to WILSON Group Personnel by entering the Site or performing the Services.
- 17.3.4 If WILSON has pre-hiring collective bargaining agreements, WILSON represents that these agreements contain provisions prohibiting any strike, slow down, picketing, secondary boycotts or work stoppage during performance of the Services, and that WILSON's entering into this Agreement does not violate such agreement.

18 CHOICE OF LAW

- 18.1 This Agreement and any issues, Claims, Disputes, or any other matter, issue, or question of interpretation arising hereunder between CLIENT and WILSON, will be governed by the substantive Laws of the State of Missouri and the United States of America, notwithstanding any conflicts of Laws principles which may be applied or invoked directing the application of the Laws of another jurisdiction.
- 18.2 Except for any equitable relief sought or enforcement action of any court or arbitral award, the Parties agree that the exclusive venue for any court or dispute resolution proceeding arising hereunder for any Claim or Dispute shall be the Circuit Court of Christian County, Missouri, or the United States District Court having jurisdiction over Christian County, Missouri, notwithstanding any conflicts of Laws principles which may direct the jurisdiction of any other court, venue or forum, including the jurisdiction of WILSON's home country.

- 18.3 The Arbitration Acts under applicable Law shall govern the interpretation, enforcement, and proceedings for all Disputes. In the absence of any express provision in such Act, the governing Law of this Agreement as set forth above shall apply.

19 NON-EXCLUSIVITY

- 19.1 WILSON agrees and acknowledges that this Agreement does not grant any exclusive rights to WILSON, and that CLIENT may contract with other third parties for consulting services. Likewise, CLIENT agrees and acknowledges that this Agreement does not prohibit WILSON from contracting with other third parties for consulting services so long as the same do not conflict with Services WILSON already has agreed to perform pursuant to a Task Order duly executed by officers of CLIENT and WILSON.

20 RECORDS

- 20.1 WILSON shall maintain good accounting and personnel records reflecting performance of the Services and shall preserve such records based on WILSON's file retention policy. CLIENT shall have the right to inspect and audit such part of the records relating to cost reimbursement or performance of labor related provisions. Such audit may also cover WILSON's procedures and controls with respect to the cost of the Services. WILSON shall assist in making the above audits. CLIENT acknowledges that such documents shall be treated as the Confidential and proprietary Information of WILSON.
- 20.2 All Notices, change orders, Claims, and Dispute Resolution proceedings, as well as documents submitted and communications under this Agreement, shall be exclusively prepared, submitted, and conducted in the English language.

21 NOTICES

- 21.1 All invoices, correspondence and communication regarding this Agreement shall include the Agreement number and shall be mailed to:

CLIENT:

Christian County MO

Government

Attention: Miranda Beadles

Phone: (417) 582-4394

E-Mail: mbeadles@christiancountymo.gov

WILSON:

Wilson & Company, Inc., Engineers & Architects

Attention: Garrett Brickner

Phone: (417) 576-8615

E-Mail: glbrickner@wilsonco.com

22 ENTIRE AGREEMENT; DOCUMENTS CONSTITUTING THIS AGREEMENT

- 22.1 This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and there are no further or other agreements or understandings, written or oral, except as contained herein. This Agreement may be amended only by a document in writing duly executed by officials of both CLIENT and WILSON.
- 22.2 The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The invalid provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.
- 22.3 This Agreement is solely for the benefit of the Parties hereto and represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, proposals, bids, or agreements, either written or oral.
- 22.4 To the fullest extent permitted by applicable laws, statutes, rules, regulations, ordinances, codes, orders of governmental bodies, agencies, authorities, courts having jurisdiction, 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 of Substantial Completion.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this ____ day of _____, 2026 at Christian County, Missouri.

DATED: _____

Lynn Morris, Presiding Commissioner

DATED: _____

Johnny Williams, Western Commissioner

DATED: _____

Bradley A. Jackson, Eastern Commissioner

Attested By:

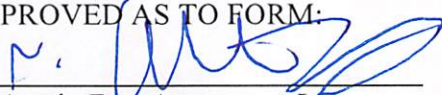
Paula Brumfield, Christian County Clerk

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:

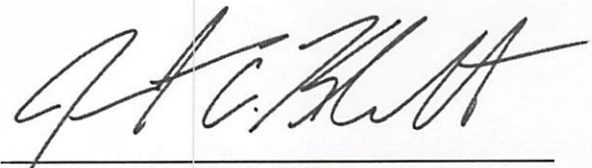


N. Austin Fax, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

WILSON:
Wilson & Company, Inc.,
Engineers & Architects

Name: Justin C. Klaudt

Title: Senior Vice President



Signature of Authorized Representative

Date: 6/26/2026

Exhibit A

SCOPE OF SERVICES AND SCHEDULE

- I. Scope of Services
to be determined by Task Order
- II. Schedule
to be determined by Task Order

Any deviation or exception to this requires prior written approval from CLIENT. The submission of drawings for review shall be submitted in ADOBE (*.PDF).

Drawings identification shall be in accordance with the Project numbering system as specified by CLIENT, if provided.

III. Project Representatives

CLIENT:

Christian County MO

Government

Attention: Miranda Beadles

Phone: (417) 582-4394

E-Mail: mbeadles@christiancountymo.gov

WILSON:

Wilson & Company, Inc., Engineers & Architects

Attention: Garrett Brickner

Phone: (417) 576-8615

E-Mail: glbrickner@wilsonco.com

Task Order No. _____

Exhibit B

COMPENSATION

I. Fee Schedule

A. Estimated Fee Value and Deliverables

CLIENT shall pay WILSON an amount to be determined per task order for Services provided in accordance with this Agreement on a Time and Material (T&M) basis or a Lump Sum basis if agreed to by both parties. This Estimated Fee is broken down as follows:

B. Professional Services Billing Rates

1. WILSON shall be reimbursed for documented professional services at the following rates:

LABOR RATES (per Hour)		REGULAR BILL RATE	OVERTIME BILL RATE
A1	Intern Architect, Job Captain (Unlicensed)	\$ 100.00	\$ 150.00
A2	Intern Architect, Job Captain (Unlicensed)	\$ 110.00	\$ 165.00
A3	Intern Architect, Job Captain (Unlicensed)	\$ 125.00	\$ 187.50
A4	Architect (Licensed)	\$ 160.00	\$ 240.00
A5	Architect (Licensed)	\$ 190.00	\$ 190.00
A6	Architect (Licensed)	\$ 225.00	\$ 225.00
A7	AVP, VP, Ops Manager	\$ 250.00	\$ 250.00
AD1	Receptionist/File Clerk	\$ 70.00	\$ 105.00
AD2	Administrative Assistant II/Receptionist	\$ 80.00	\$ 120.00
AD3	Administrative Assistant III/Receptionist	\$ 90.00	\$ 135.00
AD4	Administrative Assistant IV/Executive Assistant IV	\$ 100.00	\$ 150.00
AD5	Senior Administrative Assistant V/Executive Assistant V	\$ 120.00	\$ 180.00
EP1	Environmental Professional I	\$ 80.00	\$ 80.00
EP2	Environmental Professional II	\$ 95.00	\$ 95.00
EP3	Environmental Professional III	\$ 110.00	\$ 110.00
EP4	Environmental Professional IV	\$ 130.00	\$ 130.00
EP5	Environmental Professional V	\$ 165.00	\$ 165.00

EP6	Environmental Professional VI	\$	200.00	\$	200.00
EP7	Environmental Professional VII	\$	225.00	\$	225.00
FC1	Junior Construction Observer	\$	85.00	\$	127.50
FC2	Construction Observer/Inspector	\$	95.00	\$	142.50
FC3	Construction Observer/Inspector	\$	105.00	\$	157.50
FC4	Construction Observer/Inspector	\$	120.00	\$	180.00
FC5	Senior Construction Observer/Inspector	\$	145.00	\$	217.50
FC6	Senior Construction Observer/Inspector	\$	175.00	\$	262.50
FS1	Survey Tech I	\$	60.00	\$	90.00
FS2	Survey Tech II	\$	75.00	\$	112.50
FS3	Survey Tech III	\$	85.00	\$	127.50
FS4	Crew Chief, Senior Crew Chief	\$	110.00	\$	165.00
FS5	Chief Surveyor (Licensed)	\$	150.00	\$	150.00
FS6	Survey Manager (Licensed)	\$	220.00	\$	220.00
FS7	Operations Manager (Licensed)	\$	250.00	\$	250.00
IA1	Intern I	\$	60.00	\$	90.00
IA2	Intern II	\$	70.00	\$	105.00
IA3	Intern III	\$	80.00	\$	120.00
IA4	Intern IV	\$	90.00	\$	135.00
OD1	CADD Technician (entry level)	\$	75.00	\$	112.50
OD2	CADD Technician	\$	85.00	\$	127.50
OD3	CADD Technician	\$	95.00	\$	142.50
OD4	CADD Technician	\$	125.00	\$	187.50
OD5	Senior CADD Technician/CADD Manager	\$	135.00	\$	202.50
OP1	Apprentice Stereo Operator	\$	60.00	\$	90.00
OP2	Stereo Operator	\$	75.00	\$	112.50
OP3	Stereo Operator/GIS Analyst	\$	90.00	\$	135.00

OP4	Stereo Operator/GIS Analyst	\$	115.00	\$	172.50
OP5	Chief Photogrammetrist	\$	145.00	\$	217.50
OP6	Chief Photogrammetrist	\$	210.00	\$	210.00
OP7	Chief Photogrammetrist	\$	240.00	\$	240.00
P1	Graduate Engineer (Unlicensed)	\$	120.00	\$	120.00
P2	Graduate Engineer (Unlicensed)	\$	130.00	\$	130.00
P3	Staff Detail Designer (Unlicensed)	\$	140.00	\$	140.00
P4	Staff Detail Designer (Licensed)	\$	180.00	\$	180.00
P5	Project Designer (Licensed)	\$	205.00	\$	205.00
P6	Project Designer (Licensed)	\$	230.00	\$	230.00
P7	Department Head, Principal (Licensed)	\$	260.00	\$	260.00
PL1	Junior Planner (Unlicensed)	\$	90.00	\$	135.00
PL2	Junior Planner (Unlicensed)	\$	105.00	\$	157.50
PL3	Planner (Unlicensed)	\$	130.00	\$	195.00
PL4	Senior Planner (Licensed)	\$	160.00	\$	160.00
PL5	Senior Planner/Project Mgr (Licensed)	\$	190.00	\$	190.00
PL6	Senior Planner/Project Manager (Licensed)	\$	225.00	\$	225.00
PL7	AVP, VP, Ops Manager	\$	250.00	\$	250.00
PD1	CADD Designer	\$	95.00	\$	142.50
PD2	CADD Designer	\$	110.00	\$	165.00
PD3	CADD Designer	\$	130.00	\$	195.00
PD4	Senior CADD Designer	\$	150.00	\$	225.00
PD5	Senior CADD Designer	\$	175.00	\$	175.00

The stated rates are all-inclusive, comprised of but not necessarily limited to the following:

- Wages and salaries
 - Payroll taxes and burdens
 - Welfare benefits
 - Insurance
 - Vacations and holidays
 - Safety-related expenses
 - Telephone expenses
 - Training
 - Visas
 - Overhead and profit
2. The Time and Material prices and rates specified herein shall remain firm and are subject to an agreed upon escalation of 4% per year.

II. NOTES ON COMPENSATION

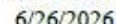
1. Rates are exclusive of GST and any and all forms of Sales Tax(es).
2. For T & M basis compensation agreements Professional Services Billing Rates shall be deemed to include (but are not limited to) the cost of wages, WILSON's profit, overhead, insurance, and all incidental costs incurred in performing the Services.
3. WILSON's invoices and backup are to be submitted to CLIENT by e-mail, U.S. Postal Service, or delivery service.
4. WILSON acknowledges and agrees that CLIENT need only approve the invoice or part thereof:
 - a. if it actually reflects the Services provided by the relevant WILSON Personnel in that period;
 - b. if CLIENT has no reasonable grounds to be dissatisfied with the quality of the Services provided by the WILSON; and
 - c. if the Services have been supplied in accordance with CLIENT requirements.
5. In the event that CLIENT disputes the invoice or part thereof or Expenses Records for any of the reasons set out in Clauses 4 and 5 above, WILSON agrees that it has the responsibility to provide documentation or other proof as to why the CLIENT should approve the timesheet or parts thereof or Expenses Records.
6. Third party services, where required, shall be approved in advance by CLIENT and reimbursed at cost.
7. The payment for the Services described in this Exhibit shall be the total value obtained from multiplying the agreed quantity for each item by the Rate stated as applicable, and summing the amounts for each item or, on a percent complete basis for a Lump Sum compensation basis.

Exhibit C

CERTIFICATES OF INSURANCE

		CERTIFICATE OF LIABILITY INSURANCE		6/1/2027	DATE (MM/DD/YYYY) 6/26/2026		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcanet@lockton.com			CONTACT NAME: PHONE (AC, No, Ext): FAX (AC, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC # 16535 INSURER B: Transportation Insurance Company 20494 INSURER C: INSURER D: INSURER E: INSURER F:				
INSURED 4011 WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS 4401 MASTHEAD STREET NE, SUITE 150 ALBUQUERQUE, NM 87109							
COVERAGES CERTIFICATE NUMBER: 23691546 REVISION NUMBER: XXXXXXXX							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	GLO 3077955-00	6/1/2026	6/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP 3077954-00	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 3077956-00 7091833205	6/1/2026 6/1/2026	6/1/2027 6/1/2027	☒ PER STATUTE ☐ OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: PROJECT NUMBER: 2600035600. CHRISTIAN COUNTY, MISSOURI IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.							
CERTIFICATE HOLDER 23691546 CHRISTIAN COUNTY, MISSOURI 1106 W JACKSON ST. OZARK, MO 65721				CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

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Christian County Commission

100 West Church St, Room 100

Ozark, MO 65721

County Maintenance for US Forest Service Roads

Miranda Beadles

The County holds several maintenance agreements for USFS roadways which govern the sections of USFS roads that do not directly service private property. As some of these agreements are set to expire at the end of FY26, the County needs to consider if we should renew them for continued County maintenance or relinquish back to USFS for maintenance.

Requested by: mbeadles@christiancountymo.gov 2026-07-14 10:20



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Keltner Rd Slab #2 Project Award

Miranda Beadles

Teh ITB was advertised for 3 weeks, bids were opened at 10:00 am on July 23, 2026. We are recommending award to AT Urban Development for the base bid total of \$175,152.00.

On 2 bids, there were additional notes that the rebar quantity was too high. The bidders made notes on their submittals. All 3 bidders agreed to the mathematical issue (in writing) and that it didn't change the outcome of the bid. Attorney Fax reviewed and agreed that we could move forward with award.

ATTACHMENTS:

Keltner Rd Bid Tab

Keltner Rd Award Letter

Requested by: mbeadles@christiancountymo.gov 2026-07-24 09:44

Keltner Rd Slab #2 Improvements			J&H Excavating		AT Urban Development		D&E Plumbing and Heating	
	UNIT	QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Mobilization	LS	1.00	30,000.00	30,000.00	15,000.00	15,000.00	100,000.00	100,000.00
Concrete	SY	240.00	360.00	86,400.00	280.00	67,200.00	605.00	145,200.00
#5 Rebar	LBS	29,976.00	2.50	74,940.00	2.00	59,952.00	2.00	59,952.00
Demo of Existing Improvements	LS	1.00	27,000.00	27,000.00	30,000.00	30,000.00	26,000.00	26,000.00
Creek Bypass System (Buried Culverts)	LS	1.00	2,200.00	2,200.00	2,000.00	2,000.00	10,000.00	10,000.00
Traffic Control	LS	1.00	2,500.00	2,500.00	1,000.00	1,000.00	3,000.00	3,000.00
Base Bid Total				\$223,040.00		\$175,152.00		\$344,152.00
Alternate 1: Creek Bypass System (Pump)	LS	1.00	5,800.00	5,800.00	10,000	10,000	20,000	20,000.00
Base Bid with Alternate 1 as Replacement (Alternate not Required)				\$228,840.00		\$185,152.00		\$364,152.00



Christian County Commission

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

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

July 30, 2026

AT Urban Development
Attn: Rachel Smith
6891 State Highway 125 South
Chadwick, MO 65629

Mrs. Smith:

The Christian County Commission voted in session today to award the bid for Keltner Road Slab #2 Replacement Project to AT Urban Development for the base bid total amount of \$175,152.00.

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

Sincerely,

Johnny Williams
Western Commissioner

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Christian County Board Updates

Commissioner Johnny Williams

County Law Enforcement Restitution Fund Board

Sheriff is renewing his two appointments

Susie Ballard and Robert Seiner

Coroner is renewing her one appointment

Josh Barton

All 3 are two year appointments going to July 31 2028

Christian County Senate Bill 40 Board Developmentally Disabled

Voting to reappoint Greg Williams and Amanda Barnes-Adams and Tiffany Eggleston going to August 2029

Only Applicants to apply

Senior Citizens Service Fund Board

Voting to reappoint Rick Johnson as East Rep and Linda Daughtery as West Rep going to July 31 2030

Only two applicants to apply