

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 30th day of JULY, 2026 at Christian County, Missouri.

DATED: 7/30/26

[Signature]
Lynn Morris, Presiding Commissioner

DATED: 7-30-26

[Signature]
Johnny Williams, Western Commissioner

DATED: 7-30-2026

[Signature]
Bradley A. Jackson, Eastern Commissioner

Attested By:

[Signature]
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 there is an unencumbered balance of anticipated revenue appropriated for payment of same.

[Signature]

For: Amy Dent, Christian County Auditor

APPROVED AS TO FORM:

[Signature]

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]

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

- I. 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 lockton@lockton.com		CONTACT NAME PHONE (AC, HS, Ext) FAX (AC, HS) E-MAIL ADDRESS	
INSURED 4011 WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS 4401 MASTHEAD STREET NE, SUITE 150 ALBUQUERQUE, NM 87109		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:	

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	ADDITIONAL INSURED (Y/N)	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 ☐ PROJECT ☐ LOC ☐ OTHER	Y	Y	GLO 3077955-00	6/1/2026	6/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD 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 (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ CED ☐ RETENTION			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MO) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W/C 3077956-00 7091833203	6/1/2026 6/1/2026	6/1/2027 6/1/2027	☒ STATUTE ☐ EMP-EN 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

CANCELLATION See Attachments

23691546
 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



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 #0F13767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (316) 960-9000 lcars@lockton.com	CONTACT NAME:		FAX (A/C, N/E):	
		PHONE (A/C, N/E):		E-MAIL ADDRESS:	
INSURED 1070656	WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS 4401 MASTHEAD STREET NE, SUITE 150 ALBUQUERQUE, NM 87109	INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Berkshire Hathaway Specialty Insurance Company			22276
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 23691559

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.

OVER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMPIOP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (EA accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	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	NOT APPLICABLE			PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N N	47-EPP-305301-08	6/1/2026	6/1/2027	\$2,000,000 PER CLAIM & ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT NUMBER: 2600035600.

CERTIFICATE HOLDER

CANCELLATION See Attachment

23691559 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:
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ACORD 25 (2016/03)

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