

6202 Agreement

AGREEMENT BETWEEN CLIENT AND CONSULTANT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT between

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

Company address
2826 S. Ingram Mill Springfield, MO 65804

Company ID no.
-

Hereinafter referred to as
Consultant

AND

Christian County Commission
100 W Church Street, Room 100
Ozark, MO 65721
Hereinafter referred to as Client

Project:
General Engineering Services - 2026

Client and Consultant agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

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

ARTICLE 2. CLIENT'S RESPONSIBILITIES

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

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

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

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

subject property; and (7) any relinquishment or vacation documents affecting subject property. Physical copies of the above mentioned documents are required.

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

ARTICLE 3. SCHEDULE FOR RENDERING SERVICES

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

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

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

ARTICLE 4. INVOICES AND PAYMENTS

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

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

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

If Client fails to make any payment due Consultant for services and expenses within 30 days of receipt of Consultant's invoice, then:

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

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

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

ARTICLE 5. OPINIONS OF COST

5.1 Opinions of Probable Construction Cost:

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



bids, or actual Construction Cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator.

5.2 Opinions of Total Project Costs:

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

ARTICLE 6. GENERAL CONSIDERATIONS

6.1 Standards of Performance:

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

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

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

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

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

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

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

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

6.2 Design Without Construction Phase Services:

If Consultant's Basic Services under this Agreement do not include Bidding, Project observation, or review of the Contractor's performance, or any other Construction Phase services, then: (1) Consultant's services under this Agreement shall be deemed complete prior to Bidding; (2) Consultant shall have no design or shop drawing review obligations during construction; (3) Client assumes all responsibility for the application and interpretation of the

Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Client waives any claims against the Consultant that may be connected in any way thereto.

6.3 Use of Documents:

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

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

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

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

6.4 Contractor's Insurance:

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

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

1. Workers' Compensation: Statutory
2. Employer's Liability
 1. Each Accident: \$1,000,000
 2. Disease, Policy Limit: \$1,000,000
 3. Disease, Each Employee: \$1,000,000
3. General Liability
 1. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 2. General Aggregate: \$2,000,000
4. Automobile Liability



1. Bodily Injury, Each Accident: \$1,000,000
 2. Property Damage, Each Accident: \$1,000,000
 - or
 1. Combined Single Limit (Bodily Injury and Property Damage), Each Accident: \$1,000,000
5. Umbrella Liability: \$2,000,000

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

Insurance is in effect. Contractor will renew or update such certificates prior to expiration of, and promptly following any modifications to, Contractor's Insurance and otherwise upon Consultant's reasonable request.

6.5 Suspension:

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

Suspension By Consultant.

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

6.6 Termination:

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

6.7 Controlling Law:

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

6.8 Successors, Assigns, and Beneficiaries:

Client and Consultant are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant (and to the extent permitted by the following paragraph, the assigns of Client and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors,

administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

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

Unless expressly provided otherwise in this Agreement:

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

6.9 Dispute Resolution:

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

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

6.10 Indemnification, Allocation of Risks, and Waiver:

1. **Percentage share of negligence.** To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of client, consultant, and all other negligent entities and individuals.
2. **Agreement not to claim for cost of certain change orders.** Client recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications, and other design documentation furnished by consultant or in the other professional services performed or furnished by consultant under this agreement ("covered change orders"). Accordingly, client agrees not to sue and otherwise to make no claim directly or indirectly against consultant on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of covered change orders on a specific project unless the costs of such covered change orders exceed 5% of construction cost for that specific project, and then only for an amount in excess of such percentage. Any responsibility of consultant for the costs of covered change orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of covered change orders will not include any costs that client would have incurred if the covered change order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the contract documents and without any other error or omission of consultant related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, consultant is liable for the cost of covered change orders in excess of the percentage of construction cost stated above or for any other change order. Wherever used in this paragraph, the term consultant includes consultant's officers, directors, partners, employees, agents, and consultant's sub-consultants. Client further agrees not to sue and otherwise to make no claim directly or indirectly against consultant with respect to any covered change order not in excess of such percentage stated above, and client agrees to hold consultant harmless from and against any suit or claim made by the contractor relating to any such covered change order.

3. **Limitation of remedies.** Consultant's aggregate liability responsibility to client, including that of consultant's officers, directors, partners, agents, employees, and sub-consultants, is limited to \$50,000 or the amount of consultant's fee under this agreement, whichever is less. This limitation of remedy applies to all lawsuits, claims or actions, whether identified as arising in tort, contract or other legal theory related to consultant's services under this agreement and any continuation or extension of consultant's services. If client desires a higher limitation, consultant may agree, at client's request, to increase the limitation of remedy amount to a greater sum in exchange for a negotiated increase in consultant's fee. Any additional charge for a higher limit is consideration for the greater risk assumed by consultant and is not a charge for additional professional liability insurance. Any agreement to increase the limitation of remedy amount must be made in writing and signed by both parties in advance of the execution of this agreement.
4. **Waiver.** To the fullest extent permitted by law, client waives any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the project, against consultant and consultant's employees, officers, directors, agents, insurers, partners, and sub-consultants.

6.11 Miscellaneous Provisions:

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

ARTICLE 7. DEFINITIONS

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

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

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

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

Construction Cost – The cost to Client of those portions of the entire Project designed or specified by Consultant. Construction Cost does not include costs of services of Consultant or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Client's costs for legal, accounting, insurance

counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Client. Construction Cost is one of the items comprising Total Project Costs.

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

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

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

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

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

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

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

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

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

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

ARTICLE 8. EXHIBITS AND SPECIAL PROVISIONS

Exhibits Included:



Exhibit A, "Scope of Services"

Exhibit B, "Payments to Consultant for Services and Reimbursable Expenses"

Exhibit C, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative"

Exhibit D, "Special Provisions"

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

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

Total Agreement: This Agreement constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which shall be the latter of the execution dates shown below.

Full name
Spencer Jones (Principal)

On behalf of
Great River Associates, Inc. (dba Great River Engineering)

Email
spencer@greatriv.com

IP Address
-

Signature will appear here

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 21th day of AUGUST, 2026 at Christian County, Missouri.

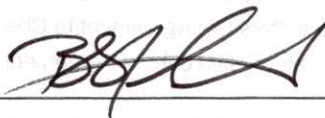
DATED: 8/27/26


Lynn Morris, Presiding Commissioner

DATED: 8.27.26


Johnny Williams, Western Commissioner

DATED: 8-27-26

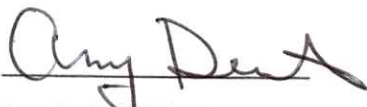

Bradley A. Jackson, Eastern Commissioner

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



EXHIBIT A
SCOPE OF SERVICES

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

PART 1 – BASIC SERVICES

The Consultant will provide services to Christian County as requested. These services may include the following:

- Design services for roadways, stormwater, bridge and/or water crossings, water and/or sewer utilities, permitting, engineering studies, traffic studies, site planning, ADA compliance, sinkhole/karst topography evaluations, geotechnical evaluations, and master planning services
- Survey services to include mapping, boundary, topographic surveys, right-of-way documents and other field data collection associated with project design and/or evaluation.
- Construction phase services to include project representation to observe construction activities and documentation related to work by contractor or County crews.
- Other services as requested by the County

PART 2 – ADDITIONAL SERVICES

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

EXHIBIT B
PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

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

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

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

1. An amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's Sub-Consultant's charges, if any.

B.2 Standard Hourly Rate Schedule

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

Administrative 1	\$45	Inspector 5	\$120
Administrative 2	\$60	Inspector 6	\$135
Administrative 3	\$75	Inspector 7	\$150
Administrative 4	\$90	Inspector 8	\$165
Administrative 5	\$110	Inspector 9	\$180
Administrative 6	\$125	Inspector 10	\$195
Administrative 7	\$140	Inspector 11	\$210
Administrative 8	\$150	Inspector 12	\$240
Administrative 9	\$165	Land Surveyor 1	\$60
Administrative 10	\$180	Land Surveyor 2	\$85
Driller 1	\$125	Land Surveyor 3	\$100
Driller 2	\$150	Land Surveyor 4	\$110
Driller 3	\$175	Land Surveyor 5	\$130



Driller 4	\$200		Land Surveyor 6	\$150
Driller 5	\$205		Land Surveyor 7	\$165
Drone Pilot 1	\$275		Land Surveyor 8	\$180
Drone Pilot 2	\$290		Land Surveyor 9	\$195
Drone Pilot 3	\$310		Land Surveyor 10	\$210
Drone Pilot 4	\$330		Land Surveyor 11	\$225
Drone Pilot 5	\$350		Land Surveyor 12	\$240
Drone Pilot 6	\$370		Land Surveyor 13	\$255
Engineer 1	\$95		Landscape Architect 1	\$120
Engineer 2	\$105		Landscape Architect 2	\$130
Engineer 3	\$130		Landscape Architect 3	\$145
Engineer 4	\$145		Landscape Architect 4	\$160
Engineer 5	\$155		Landscape Architect 5	\$175
Engineer 6	\$165		Landscape Architect 6	\$190
Engineer 7	\$175		Landscape Architect 7	\$205
Engineer 8	\$190		Landscape Architect 8	\$220
Engineer 9	\$210		Landscape Architect 9	\$235
Engineer 10	\$230		Landscape Architect 10	\$250
Engineer 11	\$250		Landscape Architect 11	\$265
Engineer 12	\$270		Technician 1	\$75
Engineer 13	\$290		Technician 2	\$95
Engineer 14	\$310		Technician 3	\$105
Engineer 15	\$330		Technician 4	\$115
Engineer 16	\$345		Technician 5	\$130
Engineer 17	\$360		Technician 6	\$145

Geologist 1	\$150		Technician 7	\$155
Geologist 2	\$165		Technician 8	\$170
Geologist 3	\$185		Technician 9	\$185
Geologist 4	\$200		Technician 10	\$205
Inspector 1	\$75		Technician 11	\$220
Inspector 2	\$85		Technician 12	\$235
Inspector 3	\$95		Technician 13	\$250
Inspector 4	\$110			

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

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

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

B.4 Other Provisions Concerning Payment

1. Whenever Consultant is entitled to compensation for the charges of Consultant's Sub-Consultants, those charges shall be the amounts billed by Consultant's Sub-Consultants to Consultant times a factor of 1.1.
2. Factors. The external Reimbursable Expenses and Consultant's Sub-Consultant's factors include Consultant's overhead and profit associated with Consultant's responsibility for the administration of such services and costs.
3. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A; and, if authorized in advance by Client, overtime work requiring higher than regular rates. In addition, if authorized in advance by Client, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
4. The amounts payable to Consultant for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
5. For purposes of the following notice required by Missouri law, "contractor" means Consultant.

EXHIBIT C

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

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

- A. Consultant shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Consultant in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit C may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the Work. However, Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR is Consultant's agent at the Site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Consultant and Contractor, keeping Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*
 - a. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-Site operations.
 - c. Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
 5. *Interpretation of Contract Documents:* Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
 6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Consultant of availability of Samples for examination.
 - c. Advise Consultant and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by



Consultant.

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



12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
 13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Consultant for review and forwarding to Client prior to payment for that part of the Work.
 14. *Completion:*
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Consultant concerning acceptance and issuance of the Notice of Acceptability of the Work.
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Client or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Consultant.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Client to occupy the Project in whole or in part.

NOTICE TO OWNER

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

EXHIBIT D
SPECIAL PROVISIONS

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

Article 6.4 Contractor's Insurance is amended to include the following:

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 common law.

Article 6.9 Dispute Resolution is amended as follows:

Paragraph one (1) is amended as follows:

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

Paragraph two (2) is deleted in its entirety.

Article 6.10 Idemnification, Allocation of Risks, and Waiver is amended as follows:

Paragraph two (2) is deleted in its entirety.

Paragraph three (3) is amended as follows:

Limitation of remedies. Consultant's aggregate liability responsibility to client, including that of consultant's officers, directors, partners, agents, employees, and sub-consultants, is limited to the limits of the Professional Liability Insurance. This limitation of remedy applies to all lawsuits, claims or actions, whether identified as arising in tort, contract or other legal theory related to consultant's services under this agreement and any continuation or extension of consultant's services. If client desires a higher limitation, consultant may agree, at client's request, to increase the limitation of remedy amount to a greater sum in exchange for a negotiated increase in consultant's fee. Any additional charge for a higher limit is consideration for the greater risk assumed by consultant and is not a charge for additional professional liability insurance. Any agreement to increase the limitation of remedy amount must be made in writing and signed by both parties in advance of the execution of this agreement.

Paragraph four is deleted in its entirety.

Article 6.11 Miscellaneous Provisions is amended as follows:

Section five (5) "Accrual of Claims" is deleted in its entirety.

