

**ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY, JUNE 13, 2018
18TH DAY APRIL ADJOURNED**

The Adair County Commission convened at 8:30 a.m. on June 13, 2018 in the Courthouse at Kirksville. All Commissioners were present.

At 10:00 a.m., discussion was held regarding the 2018 BUILD Grant Application. The Commission wanted to submit an application for a 2018 BUILD Grant for improvements consisting of the replacement of bridge number 2240007 over the Chariton River (at Youngstown) along with required approach work and requested assistance completing the required forms, narrative, cost estimates etc. Howe Company LLC will provide professional services in conjunction with the preparation of the application. Cost for services could be up to but not to exceed \$3000. The grant is in conjunction with improving safety of bridges.

Commissioner Thompson moved to approve Howe Company to administer the 2018 BUILD Grant Application. Commissioner King seconded the motion. Presiding Commissioner Pickens concurred. All voted in favor of the motion.

The Commission spent the rest of the day attending to County business.

The Adair County Commission adjourned at 4:00 p.m. on June 13, 2018.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Wednesday, June 13, 2018:

None

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ATTEST:  County Clerk
 Presiding Commissioner

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IN REF. ORDER NO 19 2018 BUILD Grant Application Assistance Agreement



Civil & Structural Engineers
www.howecompany.com

June 13, 2018

Adair County Commission
106 W. Washington
Kirksville, MO 63501

Re: 2018 BUILD Grant Application Assistance Agreement for Professional Services

Dear Commissioners,

Thank you for considering Howe Company (HoweCo) to provide professional services in conjunction with the application for a 2018 BUILD Grant, hereafter called the "Project". A detailed description of our proposed services on the project is provided in the attached Basic Services Summary.

Our compensation for completing the services listed in the Basic Services Summary will accrue on an hourly basis, in accordance with the Hourly Rate Schedule in effect at the time the services are performed. Total compensation including reimbursable expenses, will not exceed \$3,000.00 without prior written consent. Reimbursable expenses (out-of-pocket expenses such as printing, vehicle mileage, delivery charges, filing fees, or application fees, etc.) are extra and will be invoiced at actual cost, plus ten percent (10%) to cover administrative overhead.

You will be invoiced monthly, based on the project progress that has occurred. All invoices are due and payable on receipt and will be considered past due if payment is not received within 21 days. Once project invoices are past due, an interest charge will accrue to your account at the rate of one and one half percent (1 1/2%) per month, and we will retain the right to cease work on the project until satisfactory arrangements are made to settle the account.

We expect to begin our services promptly, after receipt of your acceptance of this proposal, and complete our work, with all due diligence and in a timely manner. If there are protracted delays, for any reason, we will notify you immediately. You agree to provide all necessary information for the performance of our services within a reasonable time after it is requested and that HoweCo will be given timely access to the project site, as necessary, to complete the proposed professional services. You will need to provide us with your username and passwords for the grant websites as needed to complete the application process.

804 E Patton Street • Macon, Missouri 63552 • Phone: 660-395-HOWE (4693) • Fax: 660-395-4694

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The following individuals are designated as primary project representatives for Adair County and HoweCo. These individuals shall be the primary point of contact and shall receive all correspondence or notices.

<p>Howe Company, LLC Shaumon J. Howe, P.E., S.E. 804 E. Patton St. Macon, Missouri 63552 Phone: 660-395-4693 Fax: 660-395-4694 E-mail: shaumon@howecompany.com</p>	<p>Adair County Commission Stanley Pickens, Presiding Commissioner 106 W. Washington Kirksville, MO 63501 Phone: 660-665-2283 Fax: 660-665-8406 E-mail: scollup@adaircorno.com</p>
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This letter agreement, along with the attached Basic Services Summary and Terms and Conditions (2 pages), represent the entire understanding between us in respect to this project. The Terms and Conditions detail many provisions affecting this agreement, including some which limit HoweCo's liability regarding the project. The Terms and Conditions should be read and understood before entering into this agreement. If these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this letter agreement in the space provided below and return it to us. This proposal is open for acceptance until June 29, 2018.

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We appreciate this opportunity to provide you this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number listed above.


HOWE COMPANY, LLC

By: Shaumon J. Howe By: _____
Shaumon J. Howe, P.E., S.E. Jon Dwiggins

Adair County

By: Stanley Pickens Accepted this 13 day of June, 2018.
Stanley Pickens
Presiding Commissioner

Sandra Collop - Adair County Clerk
Signature
SANDRA COLLOP
Printed Name



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PROJECT UNDERSTANDING

Adair County desires to submit an application for a 2018 BUILD Grant for improvements consisting of the replacement of bridge number 2240007 over the Chariton River along with required approach work and request assistance completing the required forms, narrative, cost estimates, etc.

BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services dated June 13, 2018, by and between Adair County and Howe Company, LLC, (HoweCo) in respect to the application for a 2018 BUILD Grant, the "Project" described therein.

SCOPE OF BASIC SERVICES

For the compensation outlined in the Agreement, Howe Company, LLC will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of HoweCo's work and HoweCo assumes no responsibility to perform any services not specifically listed.

HoweCo will:

- Receive project information from the client
- Receive username and password for grant website
- Fill out form SF424
- Fill out the project information form
- Prepare a project narrative
- Prepare a project cost estimate
- Prepare a benefit/cost analysis
- Work with the client to submit the application

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ATTEST: Sandra Collop
County Clerk

Stanley Pickens
Presiding Commissioner

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ADDITIONAL SERVICES

If agreed to by the client and HoweCo, we will provide Additional Services related to the Project. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with HoweCo's prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the client and HoweCo.

EXCLUDED SERVICES

In addition to the Basic Services outlined above, HoweCo has offered and recommended certain other services which are deemed necessary or advisable for the Project. The client has declined to include such services in this Agreement and has decided to obtain those services from another source or to forego those services. The following recommended services are therefore excluded from this Agreement.

- No recommended services have been declined



2014 TERMS & CONDITIONS
EFFECTIVE JUNE 16, 2014

Item 1. Scope of Work. Howe Company (HoweCo) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of HoweCo proposal, Hourly Rate Schedule, and these Terms & Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of HoweCo proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the accompanying Hourly Rate Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and obligations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom the client releases any part of work. HoweCo shall have no obligations to any party other than those expressed by agreement.

Item 2. Site Access/Background Data. The client will provide for the right-of-way access to the work site. In the event the work site is not owned by the client, client represents to HoweCo that all necessary permissions for HoweCo to enter the site and conduct the work have been obtained. While HoweCo shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of the work, that HoweCo has not included in its fee the cost of restoration of damage, and that the client will pay for such restoration costs. Client shall provide the appropriate level site and/or background information to HoweCo required for the performance of our work. HoweCo will not be required to perform an independent search for easements, encroachments, title evidence and ownership data as HoweCo will rely upon the materials and representations that client supplies to HoweCo.

Item 3. Utilities. In the performance of its work, HoweCo will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on the utility or locator services to correctly identify their buried facilities and service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold HoweCo harmless and indemnify HoweCo from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by HoweCo for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to HoweCo or otherwise disclosed by the client, utility, locator service. HoweCo will be responsible for ordering the utility locator or exploratory excavation services only if expressly set forth in the scope of the proposal.

Item 4. Hazardous Materials and Site Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise HoweCo of any known or suspected unaccounted for, hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by HoweCo employees or subcontractors or which in any other way may be pertinent to HoweCo's proposed services.


Item 5. Confidentiality. HoweCo shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". HoweCo shall not disclose such "confidential" information except as such disclosure is required by government statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of HoweCo against claims or liabilities arising from performance of its services. The technical and pricing information contained in any report or proposal submitted by HoweCo is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of HoweCo. Client now has no contact with any other professional engineer or architect for the performance of the specific services outlined in the agreement and any previous contracts are terminated and copies of all previous work will be provided to HoweCo for use in this current project.

Item 6. Standard of Care. HoweCo will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

Item 7. Technical Methodology and Protocol. HoweCo will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client agrees to concur with these methods and procedures by acceptance of this agreement. In the event other special methods or procedures are performed by the client or are considered more appropriate, a written description or designation of these must be provided to HoweCo prior to execution of this agreement.

Item 8. Limitations of Liability. In recognition of the relative risks and benefits of the project to both the Client and HoweCo, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of HoweCo and its subcontractors to the client on the project for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, so that the total aggregate liability of HoweCo and its subcontractors to all those named shall not exceed HoweCo's total fee for services rendered, or \$50,000, whichever is less, on this project. Such claims and causes include, but are not limited to negligence, professional malpractice or omissions, strict liability, breach of contract or warranty.

Item 9. Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault, whether it was caused by the client or HoweCo, their employees, agents, subcontractors or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of income, loss of profits, loss of business, and/or loss of reputation.



2014 TERMS & CONDITIONS
EFFECTIVE JUNE 16, 2014

Item 10. Insurance and Indemnity. HoweCo represents that it maintains general liability, property damage, and professional liability insurance, and that HoweCo's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the client upon request.

HoweCo shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. HoweCo agrees to indemnify the client from and save the client harmless against any loss, damage, or liability stemming from acts of gross negligence by HoweCo. Except as expressly set forth in Items Nos. 8 and 9, the client agrees to hold HoweCo, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to HoweCo's work.

Item 11. Modifications. This agreement and all its attachments represent the entire understanding between the parties, and neither the client nor HoweCo may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These items and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contractual provisions, whether written or oral.

Item 12. Reuse of Documents. All documents including drawings, specifications, and electronic media furnished by HoweCo pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by client or others on extensions of this project, or on any other project. Any reuse without specific written verification of adaptation by HoweCo will be at client's sole risk, and without liability of HoweCo, and client shall indemnify and hold harmless HoweCo from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will require HoweCo to further compensation at rates to be agreed upon by client and HoweCo.

Item 13. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 21 days of invoice date. The fee schedule are based upon an expected timely payment. Late payment charges of 1.5% per month will be added to delinquent charges. Client shall be further obligated to pay HoweCo's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This agreement is entered into in Marion County, Missouri and the Law of Missouri shall apply to this agreement. If payment is not made by HoweCo to collect fees or payments advanced or to resolve disputes, then the parties agree that Marion County shall be the proper venue for that legal action. HoweCo, at its option, may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate HoweCo for all services performed to and for such termination. If the Client fails to make payments when due or otherwise in breach of this Agreement, HoweCo may suspend performance of services upon five (5) calendar days written or electronic notice to the Client. HoweCo shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of the Agreement by the Client.

Item 14. Opinions of Client. Since HoweCo has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this project will be based upon its own experience with construction, but HoweCo cannot and does not guarantee that proposed bids or the construction cost will not vary from its opinion of probable costs. If the client wishes greater assurance as to the construction cost, they shall employ an independent cost estimator.

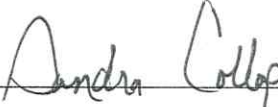
Item 15. Shop Drawing Review. Client agrees that HoweCo's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HoweCo's design intent and conformance with information given in the construction documents. HoweCo shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operators of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. The contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. Client warrants that the contractor shall be made aware of the responsibilities to review shop drawings and approve them in these respects before submitting them to HoweCo.

Item 16. Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and HoweCo agree that all disputes between them arising out of, or related to this Agreement, shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties agree to resolve conflicts that arise during the design or construction of the project or following the completion of the project by methods other than nonbinding mediation, then all such agreements must be set forth in writing, and must be signed by representatives of both the Client and HoweCo to be effective. It is further agreed by the Client and HoweCo that supplemental agreements to resolve conflicts that arise during the design or construction of the project, or following the completion of the project, must not only be signed by representatives of both the Client and HoweCo, but must specify, in writing, the method of dispute resolution which has been selected to replace nonbinding mediation.

Item 17. Assignment. Neither party of this Agreement shall transfer, subcontract or assign any rights under or interest in this Agreement (including but not limited to monies that may be due) without the prior written consent to the other party. Subcontracting to subcontractors normally contemplated by HoweCo shall not be considered an assignment for purposes of this Agreement.

Item 18. Betterments. If a required item or component of the project should be omitted from construction documents, HoweCo shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will HoweCo be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

IN REF. ORDER NO 20 Adair County Sheriff Fees for May, 2018

ATTEST: 
County Clerk


Residing Commissioner