

ADAIR COUNTY COMMISSION MINUTES
TUESDAY MAY 10, 2022
4TH DAY APRIL ADJOURNED

The Adair County Commission convened at 8:30 a.m. on May 10, 2022, at their temporary office located in the records storage building at the Adair County Road and Bridge complex. Commissioner Thompson was not present.

At 9:30 am, the Commission met with Larry Burton from ACAD. Mr. Burton was inquiring as to when the ARPA funds would be available. Mr. Burton stated he was wanting reimbursements for funds that he had already spent, related to COVID-19 costs. The Commission advised Mr. Burton that the Commission would be having the Regional Planning Commission handle the applications for ARPA. The Commission advised Mr. Burton to contact RPC and submit his requests.

At 10:30 am, the Commission had a bid opening for the construction of a bridge across the Hazel Creek Lake causeway. Present at the opening were: Megan Parn (Brookfield Box & Bridge, LLC), Danny Thomas (Bleigh Construction Co.), Shannon Howe (Howe Company), Amanda Childress (C&C Bridge), Sandy Collop (Adair County Clerk), Russell Placzek (Oden Ent.).

The bids for the construction of the bridge on Hungry Hollow Road were opened first. The first bid opened was from Bleigh Construction for \$316,300.04. The second bid opened was from C&C Bridge & Concrete for \$214,316.00. The third bid opened was from Brookfield Box & Bridge for \$214,707.60. The last bid opened was from BRS Construction for \$253,627.00.

The bid for the steel fabrication package was opened next. There was only one bid from Oden Enterprises. The bid was for \$56,527.70. The Commission did not move to accept any of the bids until they could be reviewed by Howe Company to make sure everything that was bid was correct.

At 11:00 am, the Commission met with Shannon Howe from Howe Company to discuss the bridges on Wilmathsville School Way and Turkey Run Trail. Howe and Company had done some engineering work for the construction of these bridges by the Adair County Road and Bridge. The Commission asked Howe and Company to do further engineering work on these bridges so that they could be constructed by an outside company. The Commission signed a contract to have Howe Company do this work.

At 2:00 pm, the Commission met with Howard Carter from Huber and Associates on a zoom meeting. Also present were Adair County Public Administrator, Rhonda Noe, and Adair County Clerk, Sandy Collop. Mrs. Noe wanted to back up her office information on a drive that she had purchased. There was discussion about how Huber and Associates currently backup all the County's computer files daily. Mrs. Noe wanted to have her own backup in case the computer system was down. That way she would access her client's information and files without interruption. Huber was able to set a time in which they would not be backing up the County's information so that Mrs. Noe could back up her office's files.

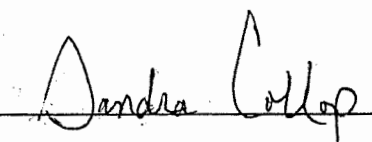
The Adair County Commission adjourned at 4:00 p.m. on May 10, 2022.

Unscheduled public walk-ins and other non-agenda items for May 10, 2022

None

Continued on page 568.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
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ADAIR COUNTY COMMISSION MINUTES
TUESDAY MAY 10, 2022

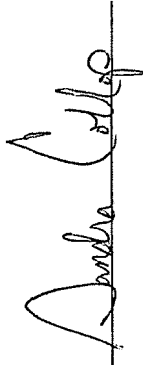
Continued from page 567.

IN REF. ORDER NO 6 Bids for Adair County Bridge No.1360015 on Hungry Hollow Road

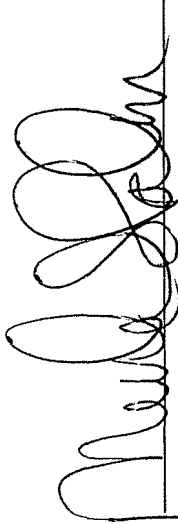
TABULATION OF BIDS														
Job No. / Location		Date:		Engineer's Estimate		CAC Bridge & Concrete Inc.		Brookfield Box & Bridge, LLC		BRS Construction LLC		Bleigh Construction Co		Average Contractors' Unit Price
ADAIR CO BR 1360015 HUNGRY HOLLOW ROAD														
ADAIR CO COMMISSION														
LINE	ITEM	DESCRIPTION	QNTY	UNIT	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
-1	201	Clearing and Grubbing	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 100.00	\$ 100.00	\$ 1,800.00	\$ 1,800.00
-2	202	Removal of Improvements	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00	\$ 1,450.00
-3	203	Unclassified Excavation	1	LS	\$ 14.00	\$ 14.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 400.00
-4	203	Embankment in Place	1	LS	\$ 20.00	\$ 20.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	\$ 10,900.00	\$ 8,100.00
-5	310	4" Thick Layer Roadway Aggregate	518	S.Y.	\$ 8.00	\$ 4,128.00	\$ 8.00	\$ 4,128.00	\$ 8.00	\$ 3,096.00	\$ 8.00	\$ 4,128.00	\$ 10.55	\$ 5,443.80
-6	606	Round Nose End Terminal w/ Object Marker Reflector	4	EACH	\$ 300.00	\$ 1,200.00	\$ 400.00	\$ 1,600.00	\$ 400.00	\$ 1,600.00	\$ 200.00	\$ 800.00	\$ 300.00	\$ 1,200.00
-7	616	Movable Barricades	4	EACH	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 210.00	\$ 840.00
-8	618	Construction Signs	4	EACH	\$ 300.00	\$ 1,200.00	\$ 200.00	\$ 800.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 160.00	\$ 640.00
-9	618	Mobilization	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 18,000.00	\$ 18,000.00	\$ 100,800.00	\$ 43,450.00
-10	627	Contractor Surveying & Staking	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,875.00	\$ 2,468.75
-11	605	USP Seeding	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,900.00	\$ 2,225.00
Sub-Total Roadway Items						\$ 83,782.00		\$ 47,728.00		\$ 52,168.00		\$ 35,128.00		\$ 131,628.80
-12	501	Class B-1 Substructure Concrete	15	C.Y.	\$ 1,200.00	\$ 18,000.00	\$ 1,100.00	\$ 18,500.00	\$ 1,400.00	\$ 21,000.00	\$ 1,200.00	\$ 18,000.00	\$ 1,800.00	\$ 24,000.00
-13	501	Class B-2 Superstructure Concrete	50	C.Y.	\$ 850.00	\$ 42,500.00	\$ 950.00	\$ 47,500.00	\$ 975.00	\$ 48,750.00	\$ 950.00	\$ 47,500.00	\$ 1,150.00	\$ 57,500.00
-14	501	MoDOT Type 2 Ditch Liner	29	C.Y.	\$ 60.00	\$ 1,740.00	\$ 100.00	\$ 2,900.00	\$ 75.00	\$ 2,175.00	\$ 70.00	\$ 2,030.00	\$ 130.00	\$ 3,770.00
-15	702	USP Offset Shafts (2'-0" Dia.)	140	L.F.	\$ 85.00	\$ 11,900.00	\$ 155.00	\$ 21,700.00	\$ 200.00	\$ 28,000.00	\$ 221.00	\$ 30,940.00	\$ 220.00	\$ 30,800.00
-16	712	USP Install Pre-fab Steel Package	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 28,000.00	\$ 28,000.00	\$ 18,000.00	\$ 18,000.00	\$ 65,000.00	\$ 65,000.00	\$ 18,400.00	\$ 32,350.00
-17	700	Reinforcing Steel	17,404	LBS	\$ 1.60	\$ 27,846.40	\$ 2.00	\$ 34,808.00	\$ 1.65	\$ 28,716.00	\$ 2.25	\$ 39,159.00	\$ 1.81	\$ 31,501.24
-18	713	W-Beam Paving	138	L.F.	\$ 85.00	\$ 13,110.00	\$ 110.00	\$ 15,180.00	\$ 115.00	\$ 16,070.00	\$ 115.00	\$ 16,070.00	\$ 135.00	\$ 18,630.00
Sub-Total Bridge Items						\$ 130,094.40		\$ 166,588.00		\$ 162,311.00		\$ 218,499.00		\$ 184,601.24
Total Base Bid						\$ 213,876.40		\$ 214,316.00		\$ 214,707.00		\$ 263,627.00		\$ 316,230.04

Continued on page 569.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES
TUESDAY MAY 10, 2022

Continued from page 568.

IN REF. ORDER NO 7 Certificate of Training for Adair County Collector, Sonja Harden



IN REF. ORDER NO 8 Certificate of Training for Adair County Recorder, Pat Shoush



Continued on page 570.

ATTEST: Sandra Collop
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan
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**ADAIR COUNTY COMMISSION MINUTES
TUESDAY MAY 10, 2022**

Continued from page 569.

IN REF. ORDER NO 9 Contract Amendment 1 between Howe Co and Adair County for Bridge
No. 07300011 on Wilmathsville School Way

*Contract Amendment 1 between Howe Company, LLC and Adair County for Bridge No. 07300011 on Wilmathsville
School Way*

Contract Amendment # 1
Additional Services

RECEIVED
MAY 10 2022
ADAIR COUNTY CLERK

This document shall serve as Amendment #1 to the Agreement for Professional Services dated
JANUARY 12, 2021 between ADAIR COUNTY and Howe Company, LLC for Engineering
Services related to BRIDGE NO. 07300011 on Wilmathsville School Way

The reason for this amendment is to accommodate ADAIR COUNTY's request for additional
services consisting of converting the project from a "county crew built" bridge to a "contractor
built" bridge.

The original scope of work and fee structure is replaced by this contract amendment. The
"Local Agency" is Adair County, Missouri.

HoweCo will:

DESIGN PHASE


LUMP SUM FEE = \$57,000.00

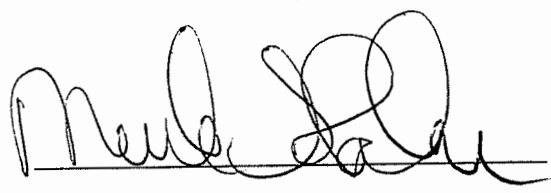
1. arrange and pay for soil borings and foundation recommendation;
2. revise the structure plans to better fit contractor means and methods including concrete
abutments, deck overhangs, etc.
3. prepare for signature, and mail (or email) to the respective agencies, the applications for
permits related to water quality. This includes coordinating with the Missouri Department of
Natural Resources and the U.S. Army Corps of Engineers and the preparation of flood
development permits or No-Rise certificates for County approval as required by the Federal
Emergency Management Agency (FEMA);
4. prepare and submit to MoDNR, a Section 106 Project Information form, USGS map, and
photographs in an effort to obtain a Section 106 clearance from the Missouri Department of
Natural Resources;
5. prepare and submit applications for permits related to noise abatement and air quality,
if necessary; and;
6. arrange and pay for a qualified inspector to perform an inspection of the structure for
asbestos in accordance with MoDNR requirements related to demolition; and
7. collect paint samples (if applicable), arrange, and pay for a laboratory to test the samples
for lead;
8. contact utility companies which are identified by Missouri One Call or have marked
facilities in the project and provide them with a set of plans for the project and request they
respond with a plan for relocation or accommodation of construction activities, prepare &
coordinate the execution utility agreements if necessary; and

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Continued on page 571.

ATTEST:


County Clerk


Presiding Commissioner, Mark Shahan
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ADAIR COUNTY COMMISSION MINUTES
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Continued from page 570.

Contract Amendment 1 between Howe Company, LLC and Adair County for Bridge No. 07300011 on Wilmathsville School Way

9. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, easements, and donation letters, and assist (coordinate meetings between the landowners, Engineer, and Local Agency) the Local Agency in acquiring, by donation, the right-of-way needed for the project;

10. prepare detailed construction plans, cost estimates, structural inventory & appraisal forms, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project;

11. submit PDF versions of the final plans, specifications, SIA forms and engineers estimate to MoDOT on behalf of the Local Agency for the purpose notifying them of intent to file for softmatch credit;

BIDDING PHASE

LUMP SUM FEE = \$5,000.00

Howe Co will perform the services of this paragraph one time for the contract fee:

1. Upon receipt of construction authorization from Local Agency, make final revisions resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents for distribution to potential bidders;
2. Assist Local Agency in advertising for bids; and
3. Assist the Local Agency in evaluating bids and requesting concurrence in award from Oversight Agency.

CONSTRUCTION PHASE

LUMP SUM FEE = \$30,000.00

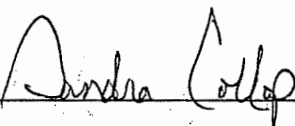
The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The Engineer is not responsible for job site safety. Engineer's services will include more specifically as follows:

1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. It is contemplated that structure layout will be accomplished by the contractor with input from the Engineer. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;

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Continued on page 572.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
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**ADAIR COUNTY COMMISSION MINUTES
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Continued from page 571.

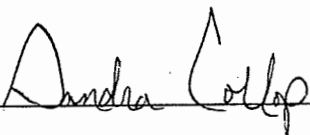
Contract Amendment 1 between Howe Company, LLC and Adair County for Bridge No. 07300011 on Wilmathsville School Way

3. review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for general conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received;
4. recommend non-payment for work that does not substantially conform to the project documents;
5. prepare change orders for issuance by the Local Agency as necessary and coordinate the proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
7. visually inspect materials delivered to the site, review material certifications furnished by Contractor, sample concrete, make compression specimens, perform testing for slump and air content, and perform compression testing of concrete specimens. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;
8. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
 - a. structure layout;
 - b. driving of piles;
 - c. checking of reinforcing steel prior to concrete placement;
 - d. concrete placement;
 - e. placement of girders; and
10. Participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide construction record plans for the Local Agency's records;
11. Perform wage rate interviews with the contractor employees every 2 weeks during construction.
12. Review contractors' certified payroll and compare to contract wage rates.
13. Perform the commercially useful function interviews with the contractors' DBE sub-contractors.

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Continued on page 573.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
Page 572

ADAIR COUNTY COMMISSION MINUTES
TUESDAY MAY 10, 2022

Continued from page 572.

Contract Amendment 1 between Howe Company, LLC and Adair County for Bridge No. 07300011 on Wilmathsville School Way

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.

The following services are excluded from the Scope of Basic Services but may be added to the contract by a change order for additional fees;

EXCLUDED SERVICES

The following services are not included in the scope of services and are specifically excluded from the Scope of Services. If these services are required, then a supplemental agreement is required to add the scope and additional fee:

- 1) Evaluations, Studies, Site Visits, etc. for the purpose of evaluating the presence of endangered species or the presence of habitat to support endangered species, which may be required by the MoDOT, Mo. Dept. of Conservation, U.S. Fish & Wildlife, or the FHWA.
- 2) Studies, delineations, evaluations, of potential wetlands in the project area as requested by permitting agencies.
- 3) The design, development, coordination of wetland mitigation plans, reports, etc.
- 4) Administration, coordination, preparation, appraisals, letter offers, condemnation activities, and any other tasks related to the acquisition of right of way by any means except donation.
- 5) Surveying, staking, re-design efforts, etc. to avoid conflict with a utility after preliminary plans have been approved.
- 6) Design of utility relocations required for utility agreements.
- 7) Testing of compaction & moisture for embankment, base, and pavement.
- 8) Preparation and submittal of documentation to support the use of In-Kind work by County forces.
- 9) Efforts to mitigate adverse affects on archeological sites which may be identified in the project area. This includes all work required to develop and satisfy a Memorandum of Agreement between SHPO, FHWA, MoDOT, etc., the need for Archeological Reports.
- 10) Efforts for mitigation of adverse affects to existing bridge if required by the State Historic Preservation Office. This includes preparation and administration of a Memorandum of Agreement, preparation of advertisements for the old bridge, and research & assembly of historical information.
- 11) Daily site visits during non-critical construction operations for the purpose of collecting information for daily diaries.

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Continued on page 574.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
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ADAIR COUNTY COMMISSION MINUTES
TUESDAY MAY 10, 2022

Continued from page 573.

Contract Amendment 1 between Howe Company, LLC and Adair County for Bridge No. 07300011 on Wilmathsville School Way

RECEIVED

MAY 10 2022

ADAIR COUNTY CLERK

COMPENSATION

Our compensation for completing various Phases or Tasks listed in the Basic Services Summary are listed with the headings of the Phases or Tasks. Lump Sum Fees include the cost of HoweCo mileage and internal copies. Compensation that accrues on an hourly basis, will be in accordance with an Hourly Rate Schedule on file, and in effect at the time the services are performed. Reimbursable expenses (out-of-pocket expenses such as printing, vehicle mileage, delivery charges, filling fees, or application fees, etc.) will be invoiced at actual cost, plus ten percent (10%) to cover administrative overhead. **PAYMENTS MADE BY ADAIR COUNTY TO HOWE COMPANY FOR WORK DONE UNDER THE ORIGINAL AGREEMENT WILL BE APPLIED TOWARDS THE CONTRACT LIMITS SHOWN FOR THE APPLICABLE PHASE OF WORK.**

All Terms and Conditions of the original agreement remain in force.

Agreed to by Howe Company, LLC on this Date: May 3, 2022

By: *Shannon J. Howe* for Howe Company, LLC
Shannon J. Howe, P.E., S.E.

Design Phase Lump Sum = \$57,000.00
Bidding Phase Lump Sum = \$5,000.00
Construction Phase Lump Sum = \$30,000.00

Adair County Commission

By: *Mark Shahan*
Mark Shahan

Accepted Date: 5-10-2022

Title: Presiding Commissioner

By: *Bill King*
Bill King

Accepted Date: 5-10-22

Title: First District Commissioner

By: Mark Thompson

Accepted Date: _____

Title: Second District Commissioner

Attest: *Sandy Collop*
Sandy Collop, County Clerk



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Continued on page 575.

ATTEST: *Sandra Collop*
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan
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ADAIR COUNTY COMMISSION MINUTES
TUESDAY MAY 10, 2022

Continued from page 574.

IN REF. ORDER NO 10 Contract Amendment 1 between Howe Co and Adair County for
Bridge No. 20400101 on Turkey Run Trail

Contract Amendment 1 between Howe Company, LLC and Adair County for Bridge No. 20400101 on Turkey Run Trail

RECEIVED

Contract Amendment # 1
Additional Services

MAY 10 2022

ADAIR COUNTY CLERK

This document shall serve as Amendment #1 to the Agreement for Professional Services dated JANUARY 12, 2021 between ADAIR COUNTY and Howe Company, LLC for Engineering Services related to BRIDGE NO. 20400101 on Turkey Run Trail

The reason for this amendment is to accommodate ADAIR COUNTY's request for additional services consisting of converting the project from a "county crew built" bridge to a "contractor built" bridge.

The original scope of work and fee structure is replaced by this contract amendment. The "Local Agency" is Adair County, Missouri.

HoweCo will:

DESIGN PHASE

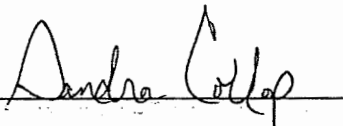
LUMP SUM FEE = \$57,000.00

1. arrange and pay for soil borings and foundation recommendation;
2. revise the roadway, grading, and structure plans to better fit contractor means and methods including concrete abutments, deck overhangs, etc.
3. prepare for signature, and mail (or email) to the respective agencies, the applications for permits related to water quality. This includes coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and the preparation of flood development permits or No-Rise certificates for County approval as required by the Federal Emergency Management Agency (FEMA);
4. prepare and submit to MoDNR, a Section 106 Project Information form, USGS map, and photographs in an effort to obtain a Section 106 clearance from the Missouri Department of Natural Resources;
5. prepare and submit applications for permits related to noise abatement and air quality, if necessary; and;
6. arrange and pay for a qualified inspector to perform an inspection of the structure for asbestos in accordance with MoDNR requirements related to demolition; and
7. collect paint samples (if applicable), arrange, and pay for a laboratory to test the samples for lead;
8. contact utility companies which are identified by Missouri One Call or have marked facilities in the project and provide them with a set of plans for the project and request they respond with a plan for relocation or accommodation of construction activities, prepare & coordinate the execution utility agreements if necessary; and

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Continued on page 576.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
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ADAIR COUNTY COMMISSION MINUTES

TUESDAY MAY 10, 2022

Continued from page 575.

Contract Amendment 1 between Howe Company, LLC and Adair County for Bridge No. 20400101 on Turkey Run Trail

9. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, easements, and donation letters, and assist (coordinate meetings between the landowners, Engineer, and Local Agency) the Local Agency in acquiring, by donation, the right-of-way needed for the project;

10. prepare detailed construction plans, cost estimates, structural inventory & appraisal forms, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project;

11. submit PDF versions of the final plans, specifications, SIA forms and engineers estimate to MoDOT on behalf of the Local Agency for the purpose notifying them of intent to file for softmatch credit;

BIDDING PHASE

LUMP SUM FEE = \$5,000.00

Howe Co will perform the services of this paragraph one time for the contract fee:

1. Upon receipt of construction authorization from Local Agency, make final revisions resulting from reviews by agencies involved, and provide an adequate number of plans, specifications, and bid documents for distribution to potential bidders;

2. Assist Local Agency in advertising for bids; and

3. Assist the Local Agency in evaluating bids and requesting concurrence in award from Oversight Agency.

CONSTRUCTION PHASE

LUMP SUM FEE = \$30,000.00

The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The Engineer is not responsible for job site safety. Engineer's services will include more specifically as follows:

1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;

2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. It is contemplated that structure layout will be accomplished by the contractor with input from the Engineer. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;

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Continued on page 577.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
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ADAIR COUNTY COMMISSION MINUTES

TUESDAY MAY 10, 2022

Continued from page 576.

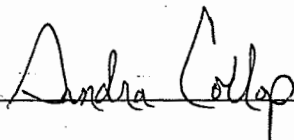
Contract Amendment 1 between Howe Company, LLC and Adair County for Bridge No. 20400101 on Turkey Run Trail

3. review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for general conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received;
4. recommend non-payment for work that does not substantially conform to the project documents;
5. prepare change orders for issuance by the Local Agency as necessary and coordinate the proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
7. visually inspect materials delivered to the site, review material certifications furnished by Contractor, sample concrete, make compression specimens, perform testing for slump and air content, and perform compression testing of concrete specimens. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;
8. maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor;
9. be present during critical construction operations, including but not limited to the following:
 - a. structure layout;
 - b. driving of piles;
 - c. checking of reinforcing steel prior to concrete placement;
 - d. concrete placement;
 - e. placement of girders; and
10. Participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide construction record plans for the Local Agency's records;
11. Perform wage rate interviews with the contractor employees every 2 weeks during construction.
12. Review contractors' certified payroll and compare to contract wage rates.
13. Perform the commercially useful function interviews with the contractors' DBE sub-contractors.

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Continued on page 578.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
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ADAIR COUNTY COMMISSION MINUTES
TUESDAY MAY 10, 2022

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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.

The following services are excluded from the Scope of Basic Services but may be added to the contract by a change order for additional fees;

EXCLUDED SERVICES

The following services are not included in the scope of services and are specifically excluded from the Scope of Services. If these services are required, then a supplemental agreement is required to add the scope and additional fee:

- 1) Evaluations, Studies, Site Visits, etc. for the purpose of evaluating the presence of endangered species or the presence of habitat to support endangered species, which may be required by the MoDOT, Mo. Dept. of Conservation, U.S. Fish & Wildlife, or the FHWA.
- 2) Studies, delineations, evaluations, of potential wetlands in the project area as requested by permitting agencies.
- 3) The design, development, coordination of wetland mitigation plans, reports, etc.
- 4) Administration, coordination, preparation, appraisals, letter offers, condemnation activities, and any other tasks related to the acquisition of right of way by any means except donation.
- 5) Surveying, staking, re-design efforts, etc. to avoid conflict with a utility after preliminary plans have been approved.
- 6) Design of utility relocations required for utility agreements.
- 7) Testing of compaction & moisture for embankment, base, and pavement.
- 8) Preparation and submittal of documentation to support the use of In-Kind work by County forces.
- 9) Efforts to mitigate adverse affects on archeological sites which may be identified in the project area. This includes all work required to develop and satisfy a Memorandum of Agreement between SHPO, FHWA, MoDOT, etc., the need for Archeological Reports.
- 10) Efforts for mitigation of adverse affects to existing bridge if required by the State Historic Preservation Office. This includes preparation and administration of a Memorandum of Agreement, preparation of advertisements for the old bridge, and research & assembly of historical information.
- 11) Daily site visits during non-critical construction operations for the purpose of collecting information for daily diaries.

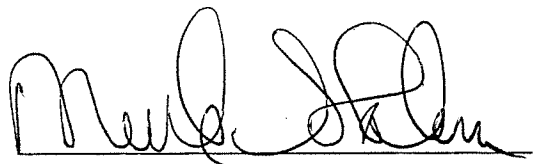
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ATTEST:




County Clerk



Presiding Commissioner, Mark Shahan
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ADAIR COUNTY COMMISSION MINUTES
TUESDAY MAY 10, 2022

Continued from page 578.

Contract Amendment 1 between Howe Company, LLC and Adair County for Bridge No. 20400101 on Turkey Run Trail		RECEIVED MAY 10 2022 ADAIR COUNTY CLERK
COMPENSATION		
Our compensation for completing various Phases or Tasks listed in the Basic Services Summary are listed with the headings of the Phases or Tasks. Lump Sum Fees include the cost of HoweCo mileage and internal copies. Compensation that accrues on an hourly basis, will be in accordance with an Hourly Rate Schedule on file, and in effect at the time the services are performed. Reimbursable expenses (out-of-pocket expenses such as printing, vehicle mileage, delivery charges, filing fees, or application fees, etc.) will be invoiced at actual cost, plus ten percent (10%) to cover administrative overhead. PAYMENTS MADE BY ADAIR COUNTY TO HOWE COMPANY FOR WORK DONE UNDER THE ORIGINAL AGREEMENT WILL BE APPLIED TOWARDS THE CONTRACT LIMITS SHOWN FOR THE APPLICABLE PHASE OF WORK.		
All Terms and Conditions of the original agreement remain in force.		
Agreed to by Howe Company, LLC on this Date: <u>May 3, 2022</u>		
By: <u>[Signature]</u> for Howe Company, LLC Shannon J. Howe, P.E., S.E.		
		Design Phase Lump Sum = \$57,000.00 Bidding Phase Lump Sum = \$5,000.00 Construction Phase Lump Sum = \$30,000.00
Adair County Commission By: <u>[Signature]</u> Mark Shahan		Accepted Date: <u>5-10-2022</u>
Title: <u>Presiding Commissioner</u>		
By: <u>[Signature]</u> Bill King		Accepted Date: <u>5-10-22</u>
Title: <u>First District Commissioner</u>		
By: <u>Mark Thompson</u>		Accepted Date: _____
Title: <u>Second District Commissioner</u>		
Attest: <u>[Signature]</u> Sandy Collop, County Clerk		
		5 of 5

Above minutes as presented to the County Clerk:

ATTEST:

[Signature]

County Clerk

[Signature]

Presiding Commissioner, Mark Shahan
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