

**ADAIR COUNTY COMMISSION MINUTES
MONDAY JULY 18, 2022
1ST DAY JULY REGULAR**

The Adair County Commission convened at 8:30 a.m. on July 18, 2022, at their temporary office located in the records storage building at the Adair County Road and Bridge complex. All Commissioners were present in the morning.

At 10:00 am, the Commission reviewed a contract with Howe Company for a bridge replacement on Missouri Trail. Commissioner King moved to approve the contract. This was seconded by Commissioner Thompson, and it was unanimously approved.

The Adair County Commission adjourned at 10:15 pm on July 18, 2022.

At 3:20 p.m., the Adair County Commission reconvened in the office of the County Clerk (311 N. Elson) and members of the Board of Equalization (BOE) assembled to open the BOE hearings for 2022. Present were voting members Presiding Commissioner Mark Shahan and Commissioner Bill King (via telephone) per RSMo Sec. 610.020.1 and .2. Non-voting members present included County Assessor, Kent Bryant, and County Clerk, Sandra Collop, Secretary to the Board.

Commissioner King moved to open the BOE hearings for 2022. Commissioner Shahan seconded the motion. Both voted in favor of the motion. There are no scheduled meetings at this time. The 2022 Board of Equalization is tentatively scheduled to close at 10:00 a.m. on Tuesday, July 26, 2022. (BOE minutes respectively submitted by Sandra Collop, Secretary to BOE).

The Adair County Commission adjourned at 3:25 p.m. on July 18, 2022.

Unscheduled public walk-ins and other non-agenda items for July 18, 2022

NONE

IN REF. ORDER NO 1 Adair County Clerk Fees for June 2022

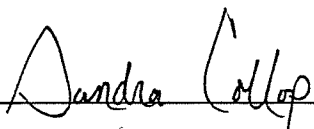
IN REF. ORDER NO 2 Add-Ons and Releases for June 2022

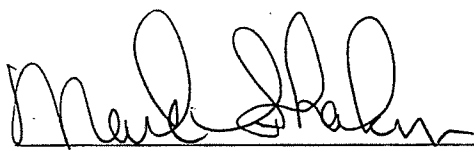
IN REF. ORDER NO 3 Adair County Collector Fees for June 2022

IN REF. ORDER NO 4 Adair County Sheriff Fees for June 2022

Continued on page 621.

ATTEST:


County Clerk


Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES

MONDAY JULY 18, 2022

Continued from page 620.

IN REF. ORDER NO 5 Adair County Treasurer's Settlement for Six Months Ending 6-30-22
(Received by County Clerk 7-8-22)

SIX MONTH SETTLEMENT 06-30-2022						
FUND	GENERAL FUND	REPAIRS	INVESTMENTS	OFFICE	REAR	ACTUAL
101 COUNTY REVENUE	1210619.15	2037403.67	1620248.42		1627774.40	1627774.40
201 ROAD & BRIDGE	1497266.98	2124654.18	1964699.67		1657241.49	1657241.49
202 ASSESSMENT	412245.34	353084.69	176876.04		588453.99	588453.99
206 FIN. EMERGENCY FUND	352158.17	2880.17	0.00		354838.34	354838.34
207 COVID-19	0.00	0.00	0.00		0.00	0.00
208 ARPA	2398112.42	2479610.45	0.00		4877722.87	4877722.87
210 MEGATRONICS GRANT	0.00	116187.19	116187.19		0.00	0.00
211 CAPITAL IMPROVE TAX.	82232.83	480283.99	222563.18		339953.64	339953.64
212 CAP IMPROVE PROJECT	0.00	3353505.68	3353505.68		0.00	0.00
301 LAW ENF. SERVICES	868419.33	532641.19	551804.23		849256.29	849256.29
305 E-911 EMERGENCY	104320.37	793.94	0.00		105114.31	105114.31
401 E-911	2.97	106548.59	106548.89		2.67	2.67
402 COUNTRYSIDE	112122.80	853.36	0.00		112976.16	112976.16
501 VIOLENCE INT.	0.00	0.00	0.00		0.00	0.00
502 DOMESTIC VIOLENCE	3652.93	1420.73	3652.93		1420.73	1420.73
504 MILJEN CEMETARY	35232.01	1451.13	0.00		36683.14	36683.14
506 CO CLERK ELECTION	41357.34	6551.02	4036.09		43872.27	43872.27
507 HAVA GRANT	0.00	0.00	0.00		0.00	0.00
508 COUNTY RETIREMENT	5.47	164590.41	164594.04		1.84	1.84
601 OVERPLUS TAX	6998.81	0.00	0.00		6998.81	6998.81
602 UNCLAIMED FEES	7630.85	620.57	0.00		8251.42	8251.42
604 UNAP. SCHOOL	33430.42	41327.86	0.00		74758.28	74758.28
701 RECORDERS USERS	32168.88	3890.34	1039.50		35060.72	35060.72
702 RECORDERS TECH	47574.15	2492.78	4000.00		46066.93	46066.93
704 COLL. MAINTENANCE	180566.67	25002.19	14778.06		190790.80	190790.80
706 CRIMINAL COSTS	0.00	96302.90	96302.90		0.00	0.00
801 LAW ENF. PERSONNEL	613386.41	1061392.27	1155925.80		518852.88	518852.88
802 LAW ENF. TRAINING	9158.34	1018.59	1122.71		9054.22	9054.22
803 SHERIFFS CIVIL FEES	84106.63	7166.78	0.00		91273.41	91273.41
805 SHERIFFS REVOLVING	15142.04	2242.11	430.75		16953.40	16953.40
806 DEPUTY SHERIFFS SUPP	0.00	3390.00	3390.00		0.00	0.00
807 INAMTE SECURITY FUND	46351.04	2320.70	11813.33		36858.41	36858.41
901 PROS. ATTNY TRAINING	14295.27	1288.33	0.00		15583.60	15583.60
902 PA DELINQ SALES TAX	11618.73	126.12	0.00		11741.85	11741.85
903 PA ADMIN	17303.12	32609.72	35323.82		14589.02	14589.02
904 LERF	191488.35	14291.89	8345.54		197434.70	197434.70
905 MULTI COUNTY	13834.57	61859.79	54063.85		21630.51	21630.51
907 BNJJC PASS THROUGH	4666.66	31444.99	35611.65		500.00	500.00
909 JUVENILE SALARIES	0.00	84262.71	84262.71		0.00	0.00
DISTRICT-SCHOOLS	0.00	14923842.95	14923842.95		0.00	0.00
HEALTH DEPARTMENT	0.00	854097.65	854097.65		0.00	0.00
LIBRARY	0.00	505019.18	505019.18		0.00	0.00
NH DISTRICT	0.00	22.01	0.00		22.01	22.01
CITIES	0.00	103.50	0.00		103.50	103.50
LaPlata Fire	0.00	32594.12	32594.12		0.00	0.00
SB 40	0.00	505019.18	505019.18		0.00	0.00
TOTAL	8447487.05	30056149.62	26511800.06	0.00	11891836.61	11891836.61

RECEIVED
 2022
 ADAIR COUNTY CLERK

Continued on page 622.


ATTEST: *Sandra Collop*
 County Clerk

Mark Shahan
 Presiding Commissioner, Mark Shahan
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**ADAIR COUNTY COMMISSION MINUTES
MONDAY JULY 18, 2022**

Continued from page 621.

IN REF. ORDER NO 6 Agreement for Professional Services on Bridge No. 2280004 on
Missouri Trail



RECEIVED
JUL 18 2022
ADAIR COUNTY CLERK

June 28, 2022

Mark Shahan, Presiding Commissioner
Adair County
106 W. Washington
Kirksville, MO 63501

Re: Bridge No. 2280004 on Missouri Trail
Agreement for Professional Services

Dear Commissioners,

Thank you for considering Howe Company (HoweCo) to provide professional services in conjunction with a new bridge to replace existing bridge number 2280004 on Missouri Trail, 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 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.

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 (1½%) 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.

◆ 804 E Patton Street, Macon, MO 63552 ◆ 660-395-HOWE (4693) ◆ shannon@howecompany.com

Continued on page 623.

ATTEST: Dandra Collop
County Clerk

 Mark Shahan
Presiding Commissioner, Mark Shahan
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**ADAIR COUNTY COMMISSION MINUTES
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Mark Shahan, Presiding Commissioner
Adair County – Bridge 2280004 – Missouri Trail
June 28, 2022
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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.

Howe Company, LLC
Shannon J. Howe, P.E., S.E.
804 E. Patton Street
Macon, Missouri 63552
Phone: 660-395-4693
E-mail: shannon@howecompany.com

Adair County
Mark Shahan
106 W. Washington
Kirksville, MO 63501
Phone: 660-665-2283
Fax: 660-665-8406
E-mail: mshahan@adaircomo.com

This letter agreement, along with the attached Basic Services Summary and Terms and Conditions (3 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 30 calendar days from the date on the cover page.

Continued on page 624.

ATTEST:

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County Clerk

A handwritten signature in cursive script, appearing to read "Mark Shahan", written over a horizontal line.

Presiding Commissioner, Mark Shahan
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ADAIR COUNTY COMMISSION MINUTES
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Mark Shahan, Presiding Commissioner
Adair County – Bridge 2280004 – Missouri Trail
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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: Shannon J. Howe By: _____
Shannon J. Howe, P.E., S.E. (Name & Title of Additional Contact)

Design Phase Lump Sum = \$55,000.00
Bidding Phase Lump Sum = \$5,000.00
Construction Phase Lump Sum = \$30,000.00

Adair County Commission
By: Mark Shahan
Mark Shahan

Accepted Date: 7-18-22

Title: Presiding Commissioner

By: Bill King
Bill King

Accepted Date: 7-18-22

Title: First District Commissioner

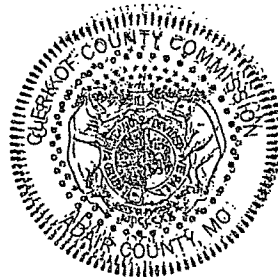
By: Mark Thompson
Mark Thompson

Accepted Date: 7-18-22

Title: Second District Commissioner

Attest: Sandy Collop
Sandy Collop

Title: County Clerk



Continued on page 625.

ATTEST: Sandra Collop
County Clerk

Mark Shahan
Presiding Commissioner, Mark Shahan
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Mark Shahan, Presiding Commissioner
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BACKGROUND INFORMATION

The following understanding serves as the basis for the development of the Scope of Services and Fees;

- Adair County intends to use federal funds to replace existing bridge number 2280004 on Missouri Trail with a new bridge using the design, bid, build process. Construction by contractor.

BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services dated June 28, 2022, by and between Adair County and Howe Company, LLC, (HoweCo) in respect to a new bridge to replace the existing bridge number 2280004 on Missouri Trail, 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:

DESIGN PHASE

LUMP SUM FEE = \$55,000.00

1. conduct topographic mapping, property and utility surveys sufficient to develop plans for the project;
2. arrange and pay for subsurface investigations if needed;
3. conduct hydraulic studies, develop preliminary design plans and report to document the design considerations and decisions made to support the design;
4. provide 3 copies of preliminary plans, estimates and studies for review by the Local Agency;
5. 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);
6. 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;

Continued on page 626.

ATTEST:

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County Clerk

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Presiding Commissioner, Mark Shahan
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Mark Shahan, Presiding Commissioner
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7. prepare and submit applications for permits related to noise abatement and air quality, if necessary; and;
8. 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
9. collect paint samples (if applicable), arrange, and pay for a laboratory to test the samples for lead;
10. 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
11. 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;
12. prepare detailed construction plans, cost estimates, structural inventory & appraisal forms, specifications and related documents as necessary for the purpose of receiving authorization to advertise for bids from the MoDOT, and soliciting bids for constructing the project;
13. prepare progress invoices for the design phase & bidding phase of the project;

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 Oversight 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.

Continued on page 627.

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County Clerk

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Presiding Commissioner, Mark Shahan
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**ADAIR COUNTY COMMISSION MINUTES
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Mark Shahan, Presiding Commissioner
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CONSTRUCTION PHASE

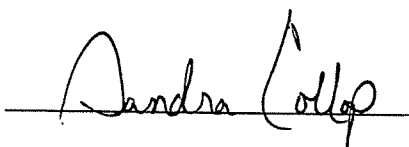
LUMP SUM FEE = \$30,000.00

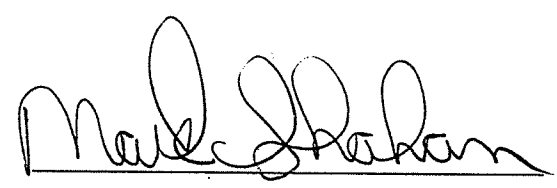
The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. 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;
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;

Continued on page 628.

ATTEST:


County Clerk


Presiding Commissioner, Mark Shahan
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Continued from page 627.

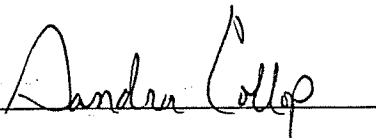
Mark Shahan, Presiding Commissioner
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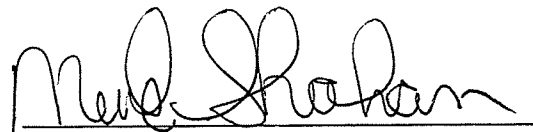
5. prepare change orders for issuance by the Local Agency as necessary and coordinate the proper approvals are made prior to work being performed;
6. review wage rates, postings, equal employment opportunity and other related items called for in the contract documents;
7. visually inspect materials delivered 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.
14. Prepare progress invoices for the construction phase of the project;

Continued on page 629.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan
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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.

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Continued on page 630.

ATTEST:

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County Clerk

A handwritten signature in cursive script, appearing to read "Mark Shahan", written over a horizontal line.

Presiding Commissioner, Mark Shahan
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Mark Shahan, Presiding Commissioner
Adair County – Bridge 2280004 – Missouri Trail
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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:

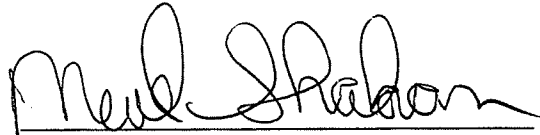
- 1) Evaluations, Studies, Site Visits, etc. for the purpose of evaluating the presence of endangered species or the presence of habitat to support endangered species, which may be required by the MoDOT, Mo. Dept. of Conservation, U.S. Fish & Wildlife, or the FHWA.
- 2) Studies, delineations, evaluations, 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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STANDARD TERMS & CONDITIONS

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 allocations 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 land title 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, encumbrances, 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, or 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 undocumented fills, 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 if such disclosure is required by governmental 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 contract with any other professional engineer/surveyor/planner 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 signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other special methods or procedures are preferred 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 his or her subconsultants to the client on the project for any and all claims, losses, costs, damages

STANDARD TERMS & CONDITIONS continued

Continued on page 632.

ATTEST:

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County Clerk

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Presiding Commissioner, Mark Shahan

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**ADAIR COUNTY COMMISSION MINUTES
MONDAY JULY 18, 2022**

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Mark Shahan, Presiding Commissioner
Adair County – Bridge 2280004 – Missouri Trail
June 28, 2022
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of any nature whatsoever, or claims expenses from any cause or causes, so that the total aggregate liability of HoweCo and his or her subconsultants 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 errors 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 or whether it was committed by the client or HoweCo, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of income, loss of profit, loss of business, and/or loss of reputation.

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 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 contradictory 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 or 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 entitle 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 fees quoted 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 Macon County, Missouri and the Laws of Missouri are to apply to the agreement. If legal action is required by HoweCo, to collect fees or expenses advanced or to resolve disputes, then the parties agree that Macon 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 is 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 Cost. 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 proposals, bids or the construction cost will not vary from its opinions 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 operations 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 his 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

STANDARD TERMS & CONDITIONS continued

Continued on page 633.

ATTEST:

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County Clerk

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Presiding Commissioner, Mark Shahan

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**ADAIR COUNTY COMMISSION MINUTES
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Continued from page 632.

Mark Shahan, Presiding Commissioner
Adair County – Bridge 2280004 – Missouri Trail
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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, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent to the other party. Subcontracting to subconsultants normally contemplated by HoweCo shall not be considered an assignment for purposes of this Agreement.

Item 18. Betterment. 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.

Item 19. Construction Contingency. Client recognizes and expects that certain change orders may be required to be issued as the result in whole or part on imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by the E/A/S or in the other professional services performed or furnished by the E/A/S under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies

Terms and Conditions effective February 2019

Above minutes as presented to the County Clerk:

ATTEST:

A handwritten signature in cursive script, appearing to read "Andrea Collop", written over a horizontal line.

County Clerk

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Presiding Commissioner, Mark Shahan
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