



812-6390

**OFFICE OF THE PROSECUTING ATTORNEY
CHRISTIAN COUNTY MISSOURI**

Ron Cleek - Prosecutor
110 W. Elm, Room 109
Christian County Courthouse
Ozark, MO 65721

Phone: (417) 581-7915 • Fax: (417) 581-7918

February 9, 2004

The Christian County Commissioners

HAND DELIVERED

RE: Engineering Services Contract

Gentlemen:

As requested, I have reviewed the proposed contract between you and Harrington & Cortelyou, Inc. The contract seems to be in order as it concerns the County as it seems to be written in fair terms overall. However, there are a few comments that I want to make both good and bad involving the contract in the following:

Article III paragraph 3 states that the County will "Guarantee" access to...private property as required for Consultant to perform his services.... My question is how will the County do this if the people do not want you on their private property?

Article III paragraph 5 lists several different things that the County will provide for the project. Amongst those items are legal, accounting, financial, and insurance services. What does this entail? Are these expenses that the Commission already has set money aside for or are these things that we need to be looking for ways to find?

On the positive side, the contract seems easily terminated as stated in Article XII. However, there is nothing stating to whom the written notice of termination is to be sent or how much time is to pass before termination. Along with this is Article XIII which gives the Commission the full decision power on acceptability of the work performed.

Finally, in Article XVI, there is a hold harmless clause for the County on negligence on the part of Harrington & Cortelyou. At the same time, the hold harmless goes both ways

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in that Harrington & Cortelyou will not be held responsible for the actions of the County or any entity the County may hire to do additional work.

Bottom line, the contract is written down the middle with the concerns and exceptions stated above. However, why is Lloyd Todd instead of Landmark Survey, L.L.C, not doing the survey?

Sincerely,



Ron Cleek
Christian County Prosecutor

**CHRISTIAN COUNTY
KANSAS EXPRESSWAY**

ENGINEERING SERVICES CONTRACT

THIS CONTRACT is between the Christian County Commissioners, Christian County, Missouri, hereinafter referred to as the "County", and Harrington & Cortelyou, Inc., 300 S. Jefferson, Springfield, Missouri 65806, hereinafter referred to as the "Consultant".

This project entails a conceptual and preliminary design of Kansas Expressway from the south line of Greene County to State Highway 14 at State Highway M west of the City of Nixa. The extension of the four-lane expressway will be done in accordance with AASHTO and MoDOT recommended design practices. The typical roadway section will be comprised of four lanes of directional traffic, full width shoulders and a median. Traffic signalization will be investigated at State Highway AA, Tracker Road, Northview Road and State Highway 14.

The Consultant will provide the County with professional services hereinafter described for engineering design, preparation of the construction drawings and other related services specified herein and the County will pay the Consultant as provided in this contract. It is mutually agreed as follows:

ARTICLE I - BASIC SCOPE OF SERVICES:

1. Collect available data related to the project. This involves but is not limited to existing plats, plans, mapping, county records, highway information, traffic counts and any other information available to assist in developing conceptual ideas.
2. Meetings (2) with City of Nixa and Christian County officials to discuss future land use plans for the corridor area. Design criteria will also be developed.
3. Meetings (1 each) with MoDOT District 8 and Greene County Highway Department will be held to discuss future plans for the Route 14 intersection and the proposed Kansas Expressway Extension. Discussions will also be held with the Springfield Area Transportation Study Organization (MPO).
4. Acquire topographic survey information. This will include aerial photography at 2 foot contour intervals. Spot elevations will be confirmed by land surveying and other significant features captured for use in the corridor planning.

Maps depicting property owner tracts and ties to section corners will be prepared to serve as overlays during the corridor study process.
5. An initial Cultural Resource study will be conducted for the corridor area. As the specific alignments are developed more detailed study will be done. This will aid in determining viable locations of roadway options.
6. Engage in the initial evaluation of a Phase 1 Environmental Study covering the anticipated area of the corridor. Detailed Phase 1 Studies will be performed as specific alignments are determined.

7. Develop up to three alignments for conceptual study and report. These will be developed from information collected as described above and information from a public hearing. The initial public hearing will focus on providing general information and obtaining comments from surrounding property owners. These comments and the general guidelines will be used to develop the concepts.
8. Based on the concept alignment, geotechnical information will be acquired. These include some borings for rock, preliminary soils identification and investigations related to sink holes in the area.
9. Preliminary profiles and construction limits will be determined. Major storm drainage areas will also be determined. A review of the possible intersections will be conducted.
10. A conceptual report showing up to three alignments will be submitted. Within this report a matrix will be developed to assist in evaluating each concept. Meetings (1 each) with Christian County and the City of Nixa will be conducted.
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12. Based on comments, preliminary plans will be developed from profiles. Cross sections will determine limits of construction for establishing right-of-way boundaries. Drainage will be designed to provide the County with a base to establish a guideline for future developers.

Intersections will be designed based on future projections. Access management criteria will be provided as a policy to the corridor development.
13. A third public hearing will be held to present the final proposed alignment, boundaries and right-of-way requirements.
14. The consultant will be available for consultation meetings with the County and/or City of Nixa and developers as potential improvements are proposed.

ARTICLE II - ADDITIONAL SERVICES:

The County reserves the right to request additional work, or changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed for performance of the additional or changed work. Any change in compensation will be covered in the supplement. Additional services may include:

1. Obtain Services of others. Provide through subcontract the services or data other than those set forth in Article I.
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ARTICLE III - RESPONSIBILITIES OF THE COUNTY:

County shall, within a reasonable time, so as not to delay the services of Consultant:

1. Provide full information as to the requirements for the Project.

2. Assist Consultant by placing at his disposal available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform his services under this Agreement.
4. Examine all studies, reports, sketches, estimates, drawings, proposals and other documents presented by Consultant and render in writing decisions pertaining thereto.
5. Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project.
6. Designate in writing a person to act as County's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
7. Give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the Project.
8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
9. Furnish, or direct Consultant to provide, necessary Additional Services as stipulated in Article II of this Agreement or other services as required.

ARTICLE IV - PERIOD OF SERVICE:

1. This Agreement will become effective upon the first written notice by County authorizing services hereunder.
2. This Agreement shall be applicable to all assignments authorized by County and accepted by Consultant subsequent to the date of its execution and shall be effective as to all assignments authorized prior to the completion date. All assignments authorized prior to the completion date, even if to be performed in whole or in part subsequent to the completion date, shall be governed by the terms and conditions of this Agreement. At the completion date, upon mutual agreement of the parties hereto, this Agreement may be extended, renegotiated, or terminated. Such extension, renegotiation, or termination shall not have any effect upon assignments authorized prior to the completion date.
3. Performance time for individual assignments shall be agreed upon at the time of authorization. Work shall be started within ten (10) days of authorization of individual assignments and prosecuted expeditiously.
4. Consultant shall complete the conceptual and preliminary design phase within seven months of the date of execution of this agreement provided that County has met its responsibilities as outlined in Article III.

ARTICLE V - STANDARDS:

Design criteria and project planning will be in accordance with the Policy on Geometric Design of Highways and Streets as promulgated by the American Association of State Highway and Transportation Officials (AASHTO), MoDOT Standard Plans and Specifications.

ARTICLE VI - COMPENSATION:

For services provided under this contract, the County will compensate the Consultant as follows:

1. For design services, outlined in Article 1, Items 1 to 13, the County will pay the Consultant a not-to-exceed amount of \$280,342, which shall be computed on the basis of actual productive salaries times a multiplier of 2.90 for overhead and profit, plus direct reimbursement of expenses, in accordance with the expense schedule stated herein, and project costs incurred on a subcontract basis.

For meetings outlined in Article 1, Item 14, the County will pay the consultant on an hourly basis for each meeting and subsequent review computed on the basis of actual productive salaries times a multiplier of 2.90 for overhead and profit, plus direct reimbursement of expenses, in accordance with the expense schedule stated herein, and project costs incurred on a subcontract basis.

2. Salary Rates. Current salary rates for 2004 are shown on Table B. Invoices generated by the Consultant will reflect the actual wage paid to individual employees at the time of invoicing, which may vary from the rates shown on Table B to reflect minor related wage rates increases.

The total estimated salary costs shown on Table A are based on the following work hour rates used for estimating purposes only. They are based on the rates for the personnel anticipated to be performing the work.

	<u>2004</u>
Principal	\$42.82/hour
Project/Senior Engineer	\$32.76/hour
Design Engineer	\$22.84/hour
Technician	\$20.33/hour

Should the contract extend beyond the year 2004 due to length of reviews or changes not anticipated, the Consultant shall be entitled to an increase in the not to exceed amount, based on future rates and overhead. Future rates and overhead shall be based on the consultant's overhead and salary rates used on MoDOT projects for that year. These rates are audited by MoDOT.

3. Expense Schedule:

Mileage	: \$0.375 per mile (or as permitted by the IRS)
Reduced Size Prints	: Direct Cost
Subcontracted Services	: Direct Cost
Printing & Reproduction	: Direct Cost
Subsistence	: Direct Cost

4. Method of Payment: Partial payments for work completed will be made to the Consultant within 60 days of receipt of itemized invoices by the County. Invoices will be submitted no more frequently than one invoice per month.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES:

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this contract. For breach or violation of this warranty, the County shall be have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE VIII - SUBLETTING, ASSIGNMENT OR TRANSFER:

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the County. The subletting of the work shall in no way relieve the Consultant of his primary responsibility of the quality and performance of the work. It is the intention of the Consultant to engage subcontractors for performance of surveying, geotechnical investigations, and right-of-way and easement deed preparation.

ARTICLE IX - PROFESSIONAL ENDORSEMENT:

All plans, specifications and other documents shall be endorsed by the Consultant and shall reflect the name and seal of the Professional Engineer endorsing the work.

ARTICLE X - RETENTION OF RECORDS:

The Consultant shall maintain all records, survey notes, design documents, cost and accounting records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment. Said records shall be made available for inspection by authorized representatives of the County during regular working hours at the Consultant's place of business

ARTICLE XI - OWNERSHIP OF DOCUMENTS:

Plans, tracings, and maps prepared under this contract shall be delivered to, and become the property of the County upon termination or completion of work. The Consultant shall furnish the County with sealed reproducible mylars and copies of all computer generated files related to the project with drawings being compatible with AutoCad. The Consultant's logo and professional seal will be removed from the electronic files prior to delivery. Under the terms of this agreement, the County acknowledges and agrees to the stipulation that the official contract documents shall be comprised of the hard copy drawings and specifications bearing the seal and signature of the Consultant. Basic survey notes, design computations and other data prepared under this contract shall be made available to the County upon request. All such information produced under this contact shall be available for use by the County without restriction or limitation on its use. Should the County incorporate any portion of the work into a project other than that for which it was performed, the County shall save the Consultant harmless from any claims and liabilities resulting from such use.

ARTICLE XII - TERMINATION:

The County may terminate the contract at any time by giving written notice. If the contract is terminated because the project is abandoned or postponed by the County, the Consultant will be paid for salaries and expenses incurred up to the date of termination.

If the contract is terminated due to the Consultant's services being unsatisfactory in the judgement of the County, or if the Consultant fails to prosecute the work with due diligence, the County may procure completion of the work in such manner as it deems to be in the best interest of the County. The Consultant will be responsible for any excess cost in addition to that provided for in this contract or any damages the County may sustain by reason of the termination of this contract due to unsatisfactory performances or prosecution.

ARTICLE XIII - DECISIONS UNDER THIS CONTRACT:

The County will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The County's decision shall be final and conclusive.

ARTICLE XIV - SUCCESSORS AND ASSIGNS:

County and the Consultant agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XV - COMPLIANCE WITH LAWS:

The Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and nondiscrimination clause and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the County from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors, in the performance of the work under this contract. Unless directly attributable to negligent design practice on the part of the Consultant, the County agrees to save harmless the Consultant from all claims and liability resulting from improper construction of any portion of the project. Consultant is not responsible for job site safety or means and methods of construction used by contractors on the job. The County agrees to save harmless the Consultant from all claims and liability resulting from deviations from the Consultant's construction documents by either the County or their Contractor during construction for which approval or consent of said deviations was not given in writing by the Consultant.

ARTICLE XVII - NONDISCRIMINATION:

The Consultant, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds or race, color, or national origin in the selection of or retention of subcontractors. The Consultant will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

ARTICLE XVIII - TABLES:

The following exhibits are attached hereto and are hereby made part of this contract:

- Table A - Estimate of Total Project Cost
- Table B - Salary Rates and Average Workhour Rates

Executed this _____ day of _____ 2004.


FOR: CHRISTIAN COUNTY

Attest: _____

By: _____

FOR: HARRINGTON & CORTELYOU, INC.

Attest:  _____

By:  _____

CERTIFICATION OF AUDITOR

I, _____, the duly appointed and acting Auditor for Christian County, Missouri, and in that capacity, do hereby certify on this _____ day of _____ 2004, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Engineering Services Contract sufficient to meet the County's obligations under this Engineering Services Contract and an unencumbered cash balance in the County Treasury to the credit of the fund from which the County's financial obligation described in this Engineering Services Contract shall be paid sufficient to meet the County's obligations under this Engineering Services Contract.

Auditor

**CHRISTIAN COUNTY
KANSAS EXPRESSWAY**

Table A

Estimated Engineering Fees

Principal	26 hrs. @ \$ 42.82 =	\$ 1,113
Project Engineer	612 hrs. @ \$ 32.76 =	20,049
Design Engineer	684 hrs. @ \$ 22.84 =	15,623
Technician	828 hrs. @ \$ 20.33 =	<u>16,833</u>
	Salaries Costs =	\$ 53,618
Engineering Fee	Salary Costs x 2.90 =	\$ 155,492
Expenses:		
Travel and Subsistence		\$ 1,500
Printing and Reproduction		2,000
Computer Charges		<u>350</u>
	Subtotal Expenses =	\$ 3,850
Subconsultants:		
Surveying		
Landmark Survey LLC		\$ 37,500
Geotechnical & Environmental		
Palmerton & Parrish		45,000
Cultural Resource Study		
Environmental Research Center of Missouri		2,500
Aerial Photography		
M. J. & Associates		<u>36,000</u>
	Subtotal Subconsultants =	\$ 121,000
	TOTAL ESTIMATED FEES =	\$ 280,342



	<u>2004 Actual Salary Rates</u>	<u>2004 Billable Rates</u>	<u>2004 Average</u>
Principals			
D. M. Waltemath	44.68	129.57	
K. R. Eisenbeis	42.82	124.18	
			<u>126.88</u>
Project/Senior Engineers			
M. S. Huck	39.51	114.58	
E. W. Neprud	36.64	106.26	
S. M. Warger	36.64	106.26	
S. L. Bergmann	28.88	83.75	
			<u>102.71</u>
Design Engineers			
S. A. Pellegrino	33.76	97.90	
S. D. Shafer	31.18	90.42	
M. W. Carroll	31.03	89.99	
M. J. Turner	30.75	89.18	
K. S. Marx	24.71	71.66	
D. J. Glastetter	23.85	69.17	
L. L. Shadewald	23.13	67.08	
S. D. Shank	22.84	66.24	
P. N. Wuertz	21.98	63.74	
J. C. Tarbell	21.41	62.09	
A. R. Bush	20.37	59.07	
D. R. Schulte	19.89	57.68	
J. M. Davis	19.89	57.68	
			<u>72.45</u>
Technicians/Drafters			
J. K. Green	28.88	83.75	
J. L. Kelly	27.73	80.42	
T. L. Wells	26.58	77.08	
B. T. Kearns	24.86	72.09	
C. G. Burney	23.42	67.92	
M. T. Lynn	20.55	59.60	
D. J. Moore	17.24	50.00	
K. M. White	14.37	41.67	
			<u>66.57</u>
Special Consultants			
R. G. Crabtree	38.50	111.65	
H. G. Jones	38.50	111.65	
G. N. Pavlakis	37.00	107.30	
B. Krey	27.00	78.30	



715 W. Mt. Vernon
Post Office Box 395
Nixa, Missouri 65714

Main Office Telephone
(417) 725-3785
Fax (417) 725-6394
Parks Department
(417) 725-5486
Police Department
(417) 725-2510
Planning Department
(417) 725-5850
Utilities Department
(417) 725-3229

February 24, 2004

Christian County Commission
100 W. Church Street, Rm#100
Ozark, MO 65721

Re: Intergovernmental agreement between Christian County and City of Nixa
for Kansas Expressway Extension contract

Dear Commissioners:

Attached you will find the Mayor's signed intergovernmental agreement between Christian County and the City of Nixa. Please understand that the City of Nixa Board of Aldermen have approved \$75,000 in their 2004 Budget for this project. Prior to acceptance of any more monies than that which has been approved, the City would need to approve any change orders or amendments to this contract.

If I can be of any further assistance, please call me at 725.3785.

Sincerely,


Brian J. Bingle, AICP
City Administrator

02/24/04 10:00 AM
CITY OF NIXA
COMMUNICATIONS SECTION
100 W. CHURCH STREET
OZARK, MO 65721
TEL: 417-725-3785
FAX: 417-725-6394
WWW.CITYOFNIXA.COM



CHRISTIAN COUNTY COMMISSION

100 W. CHURCH ST., ROOM 100
OZARK, MO 65721
Phone: 417-581-2112 • Fax: 417-581-5924

January 30, 2004

JOHN GRUBAUGH
Presiding Commissioner

TOM CHUDOMELKA
Eastern Commissioner

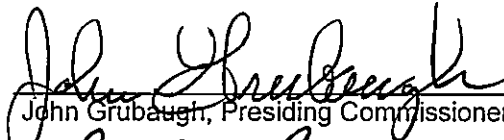
BILL BARNETT
Western Commissioner

Intergovernmental Agreement Between The Christian County Commission and The City of Nixa

Whereas, the City of Nixa and the Christian County Commission have discussed planning a North – South traffic relief corridor that will Join State Highway 14 and Kansas Expressway at the Greene County line, and

Whereas, representatives of Nixa and Christian County Commission have reviewed the Proposals from five engineering firms, and have agreed to hire Harrington and Cortelyou, Inc., Consulting Engineers

Therefore, be it agreed that the Christian County Commission and the City of Nixa will divide equally all expenses, after all monies from the Ozark Transportation Organization and Greene Counties STP funds have been exhausted.


John Grubaugh, Presiding Commissioner


Bill Barnett, Western Commissioner


Tom Chudomelka, Eastern Commissioner


Doug Marrs Mayor, City of Nixa, Mo.

**CHRISTIAN COUNTY
KANSAS EXPRESSWAY**

ENGINEERING SERVICES CONTRACT

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Should the contract extend beyond the year 2004 due to length of reviews or changes not anticipated, the Consultant shall be entitled to an increase in the not to exceed amount, based on future rates and overhead. Future rates and overhead shall be based on the consultant's overhead and salary rates used on MoDOT projects for that year. These rates are audited by MoDOT.

3. Expense Schedule:

Mileage	: \$0.375 per mile (or as permitted by the IRS)
Reduced Size Prints	: Direct Cost
Subcontracted Services	: Direct Cost
Printing & Reproduction	: Direct Cost
Subsistence	: Direct Cost

4. Method of Payment: Partial payments for work completed will be made to the Consultant within 60 days of receipt of itemized invoices by the County. Invoices will be submitted no more frequently than one invoice per month.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES:

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this contract. For breach or violation of this warranty, the County shall be have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE VIII - SUBLETTING, ASSIGNMENT OR TRANSFER:

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the County. The subletting of the work shall in no way relieve the Consultant of his primary responsibility of the quality and performance of the work. It is the intention of the Consultant to engage subcontractors for performance of surveying, geotechnical investigations, and right-of-way and easement deed preparation.

ARTICLE IX - PROFESSIONAL ENDORSEMENT:

All plans, specifications and other documents shall be endorsed by the Consultant and shall reflect the name and seal of the Professional Engineer endorsing the work.

ARTICLE X - RETENTION OF RECORDS:

The Consultant shall maintain all records, survey notes, design documents, cost and accounting records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment. Said records shall be made available for inspection by authorized representatives of the County during regular working hours at the Consultant's place of business

ARTICLE XI - OWNERSHIP OF DOCUMENTS:

Plans, tracings, and maps prepared under this contract shall be delivered to, and become the property of the County upon termination or completion of work. The Consultant shall furnish the County with sealed reproducible mylars and copies of all computer generated files related to the project with drawings being compatible with AutoCad. The Consultant's logo and professional seal will be removed from the electronic files prior to delivery. Under the terms of this agreement, the County acknowledges and agrees to the stipulation that the official contract documents shall be comprised of the hard copy drawings and specifications bearing the seal and signature of the Consultant. Basic survey notes, design computations and other data prepared under this contract shall be made available to the County upon request. All such information produced under this contract shall be available for use by the County without restriction or limitation on its use. Should the County incorporate any portion of the work into a project other than that for which it was performed, the County shall save the Consultant harmless from any claims and liabilities resulting from such use.

ARTICLE XII - TERMINATION:

The County may terminate the contract at any time by giving written notice to the Consultant. If the contract is terminated because the project is abandoned or postponed by the County, the Consultant will be paid for salaries and expenses incurred up to the date of termination.

If the contract is terminated due to the Consultant's services being unsatisfactory in the judgement of the County, or if the Consultant fails to prosecute the work with due diligence, the County may procure completion of the work in such manner as it deems to be in the best interest of the County. The Consultant will be responsible for any excess cost in addition to that provided for in this contract or any damages the County may sustain by reason of the termination of this contract due to unsatisfactory performances or prosecution.

ARTICLE XIII - DECISIONS UNDER THIS CONTRACT:

The County will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The County's decision shall be final and conclusive.

ARTICLE XIV - SUCCESSORS AND ASSIGNS:

County and the Consultant agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XV - COMPLIANCE WITH LAWS:

The Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and nondiscrimination clause and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the County from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors, in the performance of the work under this contract. Unless directly attributable to negligent design practice on the part of the Consultant, the County agrees to save harmless the Consultant from all claims and liability resulting from improper construction of any portion of the project. Consultant is not responsible for job site safety or means and methods of construction used by contractors on the job. The County agrees to save harmless the Consultant from all claims and liability resulting from deviations from the Consultant's construction documents by either the County or their Contractor during construction for which approval or consent of said deviations was not given in writing by the Consultant.

ARTICLE XVII - NONDISCRIMINATION:

The Consultant, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds or race, color, or national origin in the selection of or retention of subcontractors. The Consultant will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

ARTICLE XVIII - TABLES:

The following exhibits are attached hereto and are hereby made part of this contract:

- Table A - Estimate of Total Project Cost
- Table B - Salary Rates and Average Workhour Rates

Executed this 1 day of March 2004.

FOR: CHRISTIAN COUNTY

Attest: Kay Brown

By: John Stubbins

FOR: HARRINGTON & CORTELYOU, INC.

Attest: [Signature]

By: [Signature]

CERTIFICATION OF AUDITOR

I, SUSAN G. 'SAM' YARNELL, the duly appointed and acting Auditor for Christian County, Missouri, and in that capacity, do hereby certify on this 29th day of JUNE 2004, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Engineering Services Contract sufficient to meet the County's obligations under this Engineering Services Contract and an unencumbered cash balance in the County Treasury to the credit of the fund from which the County's financial obligation described in this Engineering Services Contract shall be paid sufficient to meet the County's obligations under this Engineering Services Contract.

Susan G. 'Sam' Yarnell
Auditor

CHRISTIAN COUNTY
KANSAS EXPRESSWAY

Table A

Estimated Engineering Fees

Principal	26 hrs. @ \$ 42.82 =	\$ 1,113
Project Engineer	612 hrs. @ \$ 32.76 =	20,049
Design Engineer	684 hrs. @ \$ 22.84 =	15,623
Technician	828 hrs. @ \$ 20.33 =	<u>16,833</u>
	Salaries Costs =	\$ 53,618
Engineering Fee	Salary Costs x 2.90 =	\$ 155,492
Expenses:		
Travel and Subsistence		\$ 1,500
Printing and Reproduction		2,000
Computer Charges		<u>350</u>
	Subtotal Expenses =	\$ 3,850
Subconsultants:		
Surveying		
Landmark Survey LLC		\$ 37,500
Geotechnical & Environmental		
Palmerton & Parrish		45,000
Cultural Resource Study		
Environmental Research Center of Missouri		2,500
Aerial Photography		
M. J. & Associates		<u>36,000</u>
	Subtotal Subconsultants =	\$ 121,000
	TOTAL ESTIMATED FEES =	\$ 280,342



Table B

	<u>2004 Actual Salary Rates</u>	<u>2004 Billable Rates</u>	<u>2004 Average</u>
Principals			
D. M. Waltemath	44.68	129.57	
K. R. Eisenbeis	42.82	124.18	
			<u>126.88</u>
Project/Senior Engineers			
M. S. Huck	39.51	114.58	
E. W. Neprud	36.64	106.26	
S. M. Warger	36.64	106.26	
S. L. Bergmann	28.88	83.75	
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S. A. Pellegrino	33.76	97.90	
S. D. Shafer	31.18	90.42	
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K. S. Marx	24.71	71.66	
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P. N. Wuertz	21.98	63.74	
J. C. Tarbell	21.41	62.09	
A. R. Bush	20.37	59.07	
D. R. Schulte	19.89	57.68	
J. M. Davis	19.89	57.68	
			<u>72.45</u>
Technicians/Drafters			
J. K. Green	28.88	83.75	
J. L. Kelly	27.73	80.42	
T. L. Wells	26.58	77.08	
B. T. Kearns	24.86	72.09	
C. G. Burney	23.42	67.92	
M. T. Lynn	20.55	59.60	
D. J. Moore	17.24	50.00	
K. M. White	14.37	41.67	
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Special Consultants			
R. G. Crabtree	38.50	111.65	
H. G. Jones	38.50	111.65	
G. N. Pavlakis	37.00	107.30	
B. Krey	27.00	78.30	

**CHRISTIAN COUNTY
KANSAS EXPRESSWAY**

ENGINEERING SERVICES CONTRACT

THIS CONTRACT is between the Christian County Commissioners, Christian County, Missouri, hereinafter referred to as the "County", and Harrington & Cortelyou, Inc., 300 S. Jefferson, Springfield, Missouri 65806, hereinafter referred to as the "Consultant".

This project entails a conceptual and preliminary design of Kansas Expressway from the south line of Greene County to State Highway 14 at State Highway M west of the City of Nixa. The extension of the four-lane expressway will be done in accordance with AASHTO and MoDOT recommended design practices. The typical roadway section will be comprised of four lanes of directional traffic, full width shoulders and a median. Traffic signalization will be investigated at State Highway AA, Tracker Road, Northview Road and State Highway 14.

The Consultant will provide the County with professional services hereinafter described for engineering design, preparation of the construction drawings and other related services specified herein and the County will pay the Consultant as provided in this contract. It is mutually agreed as follows:

ARTICLE I - BASIC SCOPE OF SERVICES:

1. Collect available data related to the project. This involves but is not limited to existing plats, plans, mapping, county records, highway information, traffic counts and any other information available to assist in developing conceptual ideas.
2. Meetings (2) with City of Nixa and Christian County officials to discuss future land use plans for the corridor area. Design criteria will also be developed.
3. Meetings (1 each) with MoDOT District 8 and Greene County Highway Department will be held to discuss future plans for the Route 14 intersection and the proposed Kansas Expressway Extension. Discussions will also be held with the Springfield Area Transportation Study Organization (MPO).
4. Acquire topographic survey information. This will include aerial photography at 2 foot contour intervals. Spot elevations will be confirmed by land surveying and other significant features captured for use in the corridor planning.

Maps depicting property owner tracts and ties to section corners will be prepared to serve as overlays during the corridor study process.

5. An initial Cultural Resource study will be conducted for the corridor area. As the specific alignments are developed more detailed study will be done. This will aid in determining viable locations of roadway options.
6. Engage in the initial evaluation of a Phase 1 Environmental Study covering the anticipated area of the corridor. Detailed Phase 1 Studies will be performed as specific alignments are determined.

7. Develop up to three alignments for conceptual study and report. These will be developed from information collected as described above and information from a public hearing. The initial public hearing will focus on providing general information and obtaining comments from surrounding property owners. These comments and the general guidelines will be used to develop the concepts.
8. Based on the concept alignment, geotechnical information will be acquired. These include some borings for rock, preliminary soils identification and investigations related to sink holes in the area.
9. Preliminary profiles and construction limits will be determined. Major storm drainage areas will also be determined. A review of the possible intersections will be conducted.
10. A conceptual report showing up to three alignments will be submitted. Within this report a matrix will be developed to assist in evaluating each concept. Meetings (1 each) with Christian County and the City of Nixa will be conducted.
11. A second public hearing will be held to discuss the alternates with neighboring property owners and the general public.
12. Based on comments, preliminary plans will be developed from profiles. Cross sections will determine limits of construction for establishing right-of-way boundaries. Drainage will be designed to provide the County with a base to establish a guideline for future developers.

Intersections will be designed based on future projections. Access management criteria will be provided as a policy to the corridor development.
13. A third public hearing will be held to present the final proposed alignment, boundaries and right-of-way requirements.
14. The consultant will be available for consultation meetings with the County and/or City of Nixa and developers as potential improvements are proposed.

ARTICLE II - ADDITIONAL SERVICES:

The County reserves the right to request additional work, or changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed for performance of the additional or changed work. Any change in compensation will be covered in the supplement. Additional services may include:

1. Obtain Services of others. Provide through subcontract the services or data other than those set forth in Article I.
2. Preparing to service or serving as a witness for County in any litigation or other proceedings involving the project.
3. Extra Services. Services not specifically defined heretofore that may be authorized by County.

ARTICLE III - RESPONSIBILITIES OF THE COUNTY:

County shall, within a reasonable time, so as not to delay the services of Consultant:

1. Provide full information as to the requirements for the Project.

2. Assist Consultant by placing at his disposal available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Obtain access to and make all provisions for Consultant to enter upon public and private property as reasonably practical and as required for Consultant to perform his services under this Agreement.
4. Examine all studies, reports, sketches, estimates, drawings, proposals and other documents presented by Consultant and render in writing decisions pertaining thereto.
5. Provide such professional legal, accounting, financial and insurance counseling services for the Project, if required.
6. Designate in writing a person to act as County's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
7. Give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the Project.
8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
9. Furnish, or direct Consultant to provide, necessary Additional Services as stipulated in Article II of this Agreement or other services as required.

ARTICLE IV - PERIOD OF SERVICE:

1. This Agreement will become effective upon the first written notice by County authorizing services hereunder.
2. This Agreement shall be applicable to all assignments authorized by County and accepted by Consultant subsequent to the date of its execution and shall be effective as to all assignments authorized prior to the completion date. All assignments authorized prior to the completion date, even if to be performed in whole or in part subsequent to the completion date, shall be governed by the terms and conditions of this Agreement. At the completion date, upon mutual agreement of the parties hereto, this Agreement may be extended, renegotiated, or terminated. Such extension, renegotiation, or termination shall not have any effect upon assignments authorized prior to the completion date.
3. Performance time for individual assignments shall be agreed upon at the time of authorization. Work shall be started within ten (10) days of authorization of individual assignments and prosecuted expeditiously.
4. Consultant shall complete the conceptual and preliminary design phase within seven months of the date of execution of this agreement provided that County has met its responsibilities as outlined in Article III.

ARTICLE V - STANDARDS:

Design criteria and project planning will be in accordance with the Policy on Geometric Design of Highways and Streets as promulgated by the American Association of State Highway and Transportation Officials (AASHTO), MoDOT Standard Plans and Specifications.

ARTICLE VI - COMPENSATION:

For services provided under this contract, the County will compensate the Consultant as follows:

- 1. For design services, outlined in Article 1, Items 1 to 13, the County will pay the Consultant a not-to-exceed amount of \$280,342, which shall be computed on the basis of actual productive salaries times a multiplier of 2.90 for overhead and profit, plus direct reimbursement of expenses, in accordance with the expense schedule stated herein, and project costs incurred on a subcontract basis.

For meetings outlined in Article 1, Item 14, the County will pay the consultant on an hourly basis for each meeting and subsequent review computed on the basis of actual productive salaries times a multiplier of 2.90 for overhead and profit, plus direct reimbursement of expenses, in accordance with the expense schedule stated herein, and project costs incurred on a subcontract basis.

- 2. **Salary Rates.** Current salary rates for 2004 are shown on Table B. Invoices generated by the Consultant will reflect the actual wage paid to individual employees at the time of invoicing, which may vary from the rates shown on Table B to reflect minor related wage rates increases.

The total estimated salary costs shown on Table A are based on the following work hour rates used for estimating purposes only. They are based on the rates for the personnel anticipated to be performing the work.

	<u>2004</u>
Principal	\$42.82/hour
Project/Senior Engineer	\$32.76/hour
Design Engineer	\$22.84/hour
Technician	\$20.33/hour

Should the contract extend beyond the year 2004 due to length of reviews or changes not anticipated, the Consultant shall be entitled to an increase in the not to exceed amount, based on future rates and overhead. Future rates and overhead shall be based on the consultant's overhead and salary rates used on MoDOT projects for that year. These rates are audited by MoDOT.

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If the contract is terminated due to the Consultant's services being unsatisfactory in the judgement of the County, or if the Consultant fails to prosecute the work with due diligence, the County may procure completion of the work in such manner as it deems to be in the best interest of the County. The Consultant will be responsible for any excess cost in addition to that provided for in this contract or any damages the County may sustain by reason of the termination of this contract due to unsatisfactory performances or prosecution.

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The County will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The County's decision shall be final and conclusive.

ARTICLE XIV - SUCCESSORS AND ASSIGNS:

County and the Consultant agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

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The Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and nondiscrimination clause and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

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The Consultant agrees to save harmless the County from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors, in the performance of the work under this contract. Unless directly attributable to negligent design practice on the part of the Consultant, the County agrees to save harmless the Consultant from all claims and liability resulting from improper construction of any portion of the project. Consultant is not responsible for job site safety or means and methods of construction used by contractors on the job. The County agrees to save harmless the Consultant from all claims and liability resulting from deviations from the Consultant's construction documents by either the County or their Contractor during construction for which approval or consent of said deviations was not given in writing by the Consultant.

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ARTICLE XVIII - TABLES:

The following exhibits are attached hereto and are hereby made part of this contract:

- Table A - Estimate of Total Project Cost
- Table B - Salary Rates and Average Workhour Rates

Executed this 1 day of March 2004.

FOR: CHRISTIAN COUNTY

Attest: Kay Brown

By: John Stuebel

FOR: HARRINGTON & CORTELYOU, INC.

Attest: [Signature]

By: [Signature]

CERTIFICATION OF AUDITOR

SUSAN G. SAM' YARNELL, the duly appointed and acting Auditor for Christian County, Missouri, and in that capacity, do hereby certify on this 29th day of JUNE 2004, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Engineering Services Contract sufficient to meet the County's obligations under this Engineering Services Contract and an unencumbered cash balance in the County Treasury to the credit of the fund from which the County's financial obligation described in this Engineering Services Contract shall be paid sufficient to meet the County's obligations under this Engineering Services Contract.

Susan G. Sam' Yarnell
Auditor

**CHRISTIAN COUNTY
KANSAS EXPRESSWAY**

Table A

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Cultural Resource Study	
Environmental Research Center of Missouri	2,500
Aerial Photography	
M. J. & Associates	<u>36,000</u>
	Subtotal Subconsultants = \$ 121,000
	 TOTAL ESTIMATED FEES = \$ 280,342



Table B

	<u>2004 Actual Salary Rates</u>	<u>2004 Billable Rates</u>	<u>2004 Average</u>
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			<u>126.88</u>
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E. W. Neprud	36.64	106.26	
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S. L. Bergmann	28.88	83.75	
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**OFFICE OF THE PROSECUTING ATTORNEY
CHRISTIAN COUNTY MISSOURI**

Ron Cleek - Prosecutor
110 W. Elm, Room 109
Christian County Courthouse
Ozark, MO 65721

Phone: (417) 581-7915 • Fax: (417) 581-7918

March 1, 2004

Christian County Commissioners

HAND DELIVERED

RE: Contract between the County and Harrington & Cortelyou, Inc.

Gentlemen:

I have reviewed the revised contract as referenced above. There still remain the uncertainties that I pointed out to you in my earlier letter. However, there is more acceptable language in the contract.

Before, Article III paragraph 3 stated that the County would "Guarantee" access to...private property as required for Consultant to perform his services.... That language has been changed. The new language states that the "County shall, within a reasonable time...Obtain access to and make all provisions for...." Although the wording is shall, it is not guarantee. I feel this gives the County a little more room and I feel much more comfortable with this wording.

Article III paragraph 5 still gives me some concerns. It still lists several different things that the County will provide for the project. Amongst those items are legal, accounting, financial, and insurance services. I still do not know what all of this entail? I also still have the question of whether or not these expenses have already been accounted for and have the Commission set money aside for or are these things that we need to be looking for ways to find money for in the future? I do not think this is a huge problem. However I want you to be aware and not be surprised if something does arise at a later point in time during the process.

As explained before, the rest of the contract seems fairly straightforward and written in

such a way that is fair for both parties.

Sincerely,

A handwritten signature in black ink, appearing to be 'Ron Cleek', written in a cursive style.

Ron Cleek
Christian County Prosecutor



Christian County
100 W. Church Rm 100
Ozark, MO. 65721

FAX

To: *Didi Lang*

837-1381

From:

Christian County Commission

JOHN GRUBAUGH
Presiding Commissioner

Tom Chudomelka
Eastern Commissioner

Bill Barnett
Western Commissioner

Ginny Witt
Executive Assistant

Date: *6/29/04*
Number of Pages: *10*
Phone: 417-581-2112
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Remarks:

FAXED
6/29

*faxed copy of contract per Didi's
request. JB ok'd.*

**CHRISTIAN COUNTY
KANSAS EXPRESSWAY**

ENGINEERING SERVICES CONTRACT

THIS CONTRACT is between the Christian County Commissioners, Christian County, Missouri, hereinafter referred to as the "County", and Harrington & Cortelyou, Inc., 300 S. Jefferson, Springfield, Missouri 65806, hereinafter referred to as the "Consultant".

This project entails a conceptual and preliminary design of Kansas Expressway from the south line of Greene County to State Highway 14 at State Highway M west of the City of Nixa. The extension of the four-lane expressway will be done in accordance with AASHTO and MoDOT recommended design practices. The typical roadway section will be comprised of four lanes of directional traffic, full width shoulders and a median. Traffic signalization will be investigated at State Highway AA, Tracker Road, Northview Road and State Highway 14.

The Consultant will provide the County with professional services hereinafter described for engineering design, preparation of the construction drawings and other related services specified herein and the County will pay the Consultant as provided in this contract. It is mutually agreed as follows:

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3/3

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County shall, within a reasonable time, so as not to delay the services of Consultant:

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3. Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform his services under this Agreement.
4. Examine all studies, reports, sketches, estimates, drawings, proposals and other documents presented by Consultant and render in writing decisions pertaining thereto.
5. Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project.
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Mileage	:	\$0.375 per mile (or as permitted by the IRS)
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4. **Method of Payment:** Partial payments for work completed will be made to the Consultant within 60 days of receipt of itemized invoices by the County. Invoices will be submitted no more frequently than one invoice per month.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES:

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this contract. For breach or violation of this warranty, the County shall be have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE VIII - SUBLETTING, ASSIGNMENT OR TRANSFER:

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the County. The subletting of the work shall in no way relieve the Consultant of his primary responsibility of the quality and performance of the work. It is the intention of the Consultant to engage subcontractors for performance of surveying, geotechnical investigations, and right-of-way and easement deed preparation.

ARTICLE IX - PROFESSIONAL ENDORSEMENT:

All plans, specifications and other documents shall be endorsed by the Consultant and shall reflect the name and seal of the Professional Engineer endorsing the work.

ARTICLE X - RETENTION OF RECORDS:

The Consultant shall maintain all records, survey notes, design documents, cost and accounting records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment. Said records shall be made available for inspection by authorized representatives of the County during regular working hours at the Consultant's place of business

ARTICLE XI - OWNERSHIP OF DOCUMENTS:

Plans, tracings, and maps prepared under this contract shall be delivered to, and become the property of the County upon termination or completion of work. The Consultant shall furnish the County with sealed reproducible mylars and copies of all computer generated files related to the project with drawings being compatible with AutoCad. The Consultant's logo and professional seal will be removed from the electronic files prior to delivery. Under the terms of this agreement, the County acknowledges and agrees to the stipulation that the official contract documents shall be comprised of the hard copy drawings and specifications bearing the seal and signature of the Consultant. Basic survey notes, design computations and other data prepared under this contract shall be made available to the County upon request. All such information produced under this contact shall be available for use by the County without restriction or limitation on its use. Should the County incorporate any portion of the work into a project other than that for which it was performed, the County shall save the Consultant harmless from any claims and liabilities resulting from such use.

ARTICLE XII - TERMINATION:

The County may terminate the contract at any time by giving written notice. If the contract is terminated because the project is abandoned or postponed by the County, the Consultant will be paid for salaries and expenses incurred up to the date of termination.

If the contract is terminated due to the Consultant's services being unsatisfactory in the judgement of the County, or if the Consultant fails to prosecute the work with due diligence, the County may procure completion of the work in such manner as it deems to be in the best interest of the County. The Consultant will be responsible for any excess cost in addition to that provided for in this contract or any damages the County may sustain by reason of the termination of this contract due to unsatisfactory performances or prosecution.

ARTICLE XIII - DECISIONS UNDER THIS CONTRACT:

The County will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The County's decision shall be final and conclusive.

ARTICLE XIV - SUCCESSORS AND ASSIGNS:

County and the Consultant agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XV - COMPLIANCE WITH LAWS:

The Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and nondiscrimination clause and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the County from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors, in the performance of the work under this contract. Unless directly attributable to negligent design practice on the part of the Consultant, the County agrees to save harmless the Consultant from all claims and liability resulting from improper construction of any portion of the project. Consultant is not responsible for job site safety or means and methods of construction used by contractors on the job. The County agrees to save harmless the Consultant from all claims and liability resulting from deviations from the Consultant's construction documents by either the County or their Contractor during construction for which approval or consent of said deviations was not given in writing by the Consultant.

ARTICLE XVII - NONDISCRIMINATION:

The Consultant, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds or race, color, or national origin in the selection of or retention of subcontractors. The Consultant will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

ARTICLE XVIII - TABLES:

The following exhibits are attached hereto and are hereby made part of this contract:

- Table A - Estimate of Total Project Cost
- Table B - Salary Rates and Average Workhour Rates

Executed this _____ day of _____ 2004.


FOR: CHRISTIAN COUNTY

Attest: _____

By: _____

FOR: HARRINGTON & CORTELYOU, INC.

Attest:  _____

By:  _____

CERTIFICATION OF AUDITOR

I, _____, the duly appointed and acting Auditor for Christian County, Missouri, and in that capacity, do hereby certify on this _____ day of _____ 2004, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Engineering Services Contract sufficient to meet the County's obligations under this Engineering Services Contract and an unencumbered cash balance in the County Treasury to the credit of the fund from which the County's financial obligation described in this Engineering Services Contract shall be paid sufficient to meet the County's obligations under this Engineering Services Contract.

Auditor

**CHRISTIAN COUNTY
KANSAS EXPRESSWAY**

Table A

Estimated Engineering Fees

Principal	26 hrs. @ \$ 42.82 =	\$ 1,113
Project Engineer	612 hrs. @ \$ 32.76 =	20,049
Design Engineer	684 hrs. @ \$ 22.84 =	15,623
Technician	828 hrs. @ \$ 20.33 =	<u>16,833</u>
	Salaries Costs =	\$ 53,618
Engineering Fee	Salary Costs x 2.90 =	\$ 155,492
Expenses:		
Travel and Subsistence		\$ 1,500
Printing and Reproduction		2,000
Computer Charges		<u>350</u>
	Subtotal Expenses =	\$ 3,850
Subconsultants:		
Surveying		
Landmark Survey LLC		\$ 37,500
Geotechnical & Environmental		
Palmerton & Parrish		45,000
Cultural Resource Study		
Environmental Research Center of Missouri		2,500
Aerial Photography		
M. J. & Associates		<u>36,000</u>
	Subtotal Subconsultants =	\$ 121,000
	TOTAL ESTIMATED FEES =	\$ 280,342



BILLING RATES
January 2004

	<u>2004 Actual Salary Rates</u>	<u>2004 Billable Rates</u>	<u>2004 Average</u>
Principals			
D. M. Waltemath	44.68	129.57	
K. R. Eisenbeis	42.82	124.18	
			<u>126.88</u>
Project/Senior Engineers			
M. S. Huck	39.51	114.58	
E. W. Neprud	36.64	106.26	
S. M. Warger	36.64	106.26	
S. L. Bergmann	28.88	83.75	
			<u>102.71</u>
Design Engineers			
S. A. Pellegrino	33.76	97.90	
S. D. Shafer	31.18	90.42	
M. W. Carroll	31.03	89.99	
M. J. Turner	30.75	89.18	
K. S. Marx	24.71	71.66	
D. J. Glastetter	23.85	69.17	
L. L. Shadewald	23.13	67.08	
S. D. Shank	22.84	66.24	
P. N. Wuertz	21.98	63.74	
J. C. Tarbell	21.41	62.09	
A. R. Bush	20.37	59.07	
D. R. Schulte	19.89	57.68	
J. M. Davis	19.89	57.68	
			<u>72.45</u>
Technicians/Drafters			
J. K. Green	28.88	83.75	
J. L. Kelly	27.73	80.42	
T. L. Wells	26.58	77.08	
B. T. Kearns	24.86	72.09	
C. G. Burney	23.42	67.92	
M. T. Lynn	20.55	59.60	
D. J. Moore	17.24	50.00	
K. M. White	14.37	41.67	
			<u>66.57</u>
Special Consultants			
R. G. Crabtree	38.50	111.65	
H. G. Jones	38.50	111.65	
G. N. Pavlakis	37.00	107.30	
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The Consultant shall maintain all records, survey notes, design documents, cost and accounting records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment. Said records shall be made available for inspection by authorized representatives of the County during regular working hours at the Consultant's place of business

ARTICLE XI - OWNERSHIP OF DOCUMENTS:

Plans, tracings, and maps prepared under this contract shall be delivered to, and become the property of the County upon termination or completion of work. The Consultant shall furnish the County with sealed reproducible mylars and copies of all computer generated files related to the project with drawings being compatible with AutoCad. The Consultant's logo and professional seal will be removed from the electronic files prior to delivery. Under the terms of this agreement, the County acknowledges and agrees to the stipulation that the official contract documents shall be comprised of the hard copy drawings and specifications bearing the seal and signature of the Consultant. Basic survey notes, design computations and other data prepared under this contract shall be made available to the County upon request. All such information produced under this contact shall be available for use by the County without restriction or limitation on its use. Should the County incorporate any portion of the work into a project other than that for which it was performed, the County shall save the Consultant harmless from any claims and liabilities resulting from such use.

ARTICLE XII - TERMINATION:

The County may terminate the contract at any time by giving written notice. If the contract is terminated because the project is abandoned or postponed by the County, the Consultant will be paid for salaries and expenses incurred up to the date of termination.

If the contract is terminated due to the Consultant's services being unsatisfactory in the judgement of the County, or if the Consultant fails to prosecute the work with due diligence, the County may procure completion of the work in such manner as it deems to be in the best interest of the County. The Consultant will be responsible for any excess cost in addition to that provided for in this contract or any damages the County may sustain by reason of the termination of this contract due to unsatisfactory performances or prosecution.

ARTICLE XIII - DECISIONS UNDER THIS CONTRACT:

The County will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The County's decision shall be final and conclusive.

ARTICLE XIV - SUCCESSORS AND ASSIGNS:

County and the Consultant agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XV - COMPLIANCE WITH LAWS:

The Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and nondiscrimination clause and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the County from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors, in the performance of the work under this contract. Unless directly attributable to negligent design practice on the part of the Consultant, the County agrees to save harmless the Consultant from all claims and liability resulting from improper construction of any portion of the project. Consultant is not responsible for job site safety or means and methods of construction used by contractors on the job. The County agrees to save harmless the Consultant from all claims and liability resulting from deviations from the Consultant's construction documents by either the County or their Contractor during construction for which approval or consent of said deviations was not given in writing by the Consultant.

ARTICLE XVII - NONDISCRIMINATION:

The Consultant, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds or race, color, or national origin in the selection of or retention of subcontractors. The Consultant will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

ARTICLE XVIII - TABLES:

The following exhibits are attached hereto and are hereby made part of this contract:

- Table A - Estimate of Total Project Cost
- Table B - Salary Rates and Average Workhour Rates

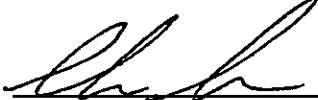
Executed this _____ day of _____ 2004.


FOR: CHRISTIAN COUNTY

Attest: _____

By: _____

FOR: HARRINGTON & CORTELYOU, INC.

Attest:  _____

By:  _____

CERTIFICATION OF AUDITOR

I, _____, the duly appointed and acting Auditor for Christian County, Missouri, and in that capacity, do hereby certify on this _____ day of _____ 2004, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Engineering Services Contract sufficient to meet the County's obligations under this Engineering Services Contract and an unencumbered cash balance in the County Treasury to the credit of the fund from which the County's financial obligation described in this Engineering Services Contract shall be paid sufficient to meet the County's obligations under this Engineering Services Contract.

Auditor

**CHRISTIAN COUNTY
KANSAS EXPRESSWAY**

Table A

Estimated Engineering Fees

Principal	26 hrs.	@ \$	42.82	=		\$	1,113
Project Engineer	612 hrs.	@ \$	32.76	=			20,049
Design Engineer	684 hrs.	@ \$	22.84	=			15,623
Technician	828 hrs.	@ \$	20.33	=			<u>16,833</u>
							Salaries Costs = \$ 53,618

Engineering Fee **Salary Costs x 2.90 = \$ 155,492**

Expenses:

Travel and Subsistence	\$	1,500
Printing and Reproduction		2,000
Computer Charges		<u>350</u>
		Subtotal Expenses = \$ 3,850

Subconsultants:

Surveying		
Landmark Survey LLC	\$	37,500
Geotechnical & Environmental		
Palmerton & Parrish		45,000
Cultural Resource Study		
Environmental Research Center of Missouri		2,500
Aerial Photography		
M. J. & Associates		<u>36,000</u>
		Subtotal Subconsultants = \$ 121,000

TOTAL ESTIMATED FEES = \$ 280,342



	<u>2004 Actual Salary Rates</u>	<u>2004 Billable Rates</u>	<u>2004 Average</u>
Principals			
D. M. Waltemath	44.68	129.57	
K. R. Eisenbeis	42.82	124.18	
			<hr/> 126.88
Project/Senior Engineers			
M. S. Huck	39.51	114.58	
E. W. Neprud	36.64	106.26	
S. M. Warger	36.64	106.26	
S. L. Bergmann	28.88	83.75	
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Design Engineers			
S. A. Pellegrino	33.76	97.90	
S. D. Shafer	31.18	90.42	
M. W. Carroll	31.03	89.99	
M. J. Turner	30.75	89.18	
K. S. Marx	24.71	71.66	
D. J. Glastetter	23.85	69.17	
L. L. Shadewald	23.13	67.08	
S. D. Shank	22.84	66.24	
P. N. Wuertz	21.98	63.74	
J. C. Tarbell	21.41	62.09	
A. R. Bush	20.37	59.07	
D. R. Schulte	19.89	57.68	
J. M. Davis	19.89	57.68	
			<hr/> 72.45
Technicians/Drafters			
J. K. Green	28.88	83.75	
J. L. Kelly	27.73	80.42	
T. L. Wells	26.58	77.08	
B. T. Kearns	24.86	72.09	
C. G. Burney	23.42	67.92	
M. T. Lynn	20.55	59.60	
D. J. Moore	17.24	50.00	
K. M. White	14.37	41.67	
			<hr/> 66.57
Special Consultants			
R. G. Crabtree	38.50	111.65	
H. G. Jones	38.50	111.65	
G. N. Pavlakis	37.00	107.30	
B. Krey	27.00	78.30	



Christian County
100 W. Church Rm 100
Ozark, MO. 65721

FAX

To:

Brian Bingle
City Administrator

725-6394

From:

Christian County Commission

JOHN GRUBAUGH
Presiding Commissioner

Tom Chudomelka
Eastern Commissioner

Bill Barnett
Western Commissioner

DEE CLOUD
Executive Assistant

Date: Feb. 9, 2004
Number of Pages: 8
Phone: 417-581-2112
Fax: 417-581-5924
1 cover page

Remarks:

Engineering Services Contract
Christian County Kansas Expressway

de

**CHRISTIAN COUNTY
KANSAS EXPRESSWAY**

ENGINEERING SERVICES CONTRACT

THIS CONTRACT is between the Christian County Commissioners, Christian County, Missouri, hereinafter referred to as the "County", and Harrington & Cortelyou, Inc., 300 S. Jefferson, Springfield, Missouri 65806, hereinafter referred to as the "Consultant".

This project entails a conceptual and preliminary design of Kansas Expressway from the south line of Greene County to State Highway 14 at State Highway M west of the City of Nixa. The extension of the four-lane expressway will be done in accordance with AASHTO and MoDOT recommended design practices. The typical roadway section will be comprised of four lanes of directional traffic, full width shoulders and a median. Traffic signalization will be investigated at State Highway AA, Tracker Road, Northview Road and State Highway 14.

The Consultant will provide the County with professional services hereinafter described for engineering design, preparation of the construction drawings and other related services specified herein and the County will pay the Consultant as provided in this contract. It is mutually agreed as follows:

ARTICLE I - BASIC SCOPE OF SERVICES:

1. Collect available data related to the project. This involves but is not limited to existing plats, plans, mapping, county records, highway information, traffic counts and any other information available to assist in developing conceptual ideas.
2. Meetings (2) with City of Nixa and Christian County officials to discuss future land use plans for the corridor area. Design criteria will also be developed.
3. Meetings (1 each) with MoDOT District 8 and Greene County Highway Department will be held to discuss future plans for the Route 14 intersection and the proposed Kansas Expressway Extension. Discussions will also be held with the Springfield Area Transportation Study Organization (MPO).
4. Acquire topographic survey information. This will include aerial photography at 2 foot contour intervals. Spot elevations will be confirmed by land surveying and other significant features captured for use in the corridor planning.

Maps depicting property owner tracts and ties to section corners will be prepared to serve as overlays during the corridor study process.
5. An initial Cultural Resource study will be conducted for the corridor area. As the specific alignments are developed more detailed study will be done. This will aid in determining viable locations of roadway options.
6. Engage in the initial evaluation of a Phase 1 Environmental Study covering the anticipated area of the corridor. Detailed Phase 1 Studies will be performed as specific alignments are determined.

7. Develop up to three alignments for conceptual study and report. These will be developed from information collected as described above and information from a public hearing. The initial public hearing will focus on providing general information and obtaining comments from surrounding property owners. These comments and the general guidelines will be used to develop the concepts.
8. Based on the concept alignment, geotechnical information will be acquired. These include some borings for rock, preliminary soils identification and investigations related to sink holes in the area.
9. Preliminary profiles and construction limits will be determined. Major storm drainage areas will also be determined. A review of the possible intersections will be conducted.
10. A conceptual report showing up to three alignments will be submitted. Within this report a matrix will be developed to assist in evaluating each concept. Meetings (1 each) with Christian County and the City of Nixa will be conducted.
11. A second public hearing will be held to discuss the alternates with neighboring property owners and the general public.
12. Based on comments, preliminary plans will be developed from profiles. Cross sections will determine limits of construction for establishing right-of-way boundaries. Drainage will be designed to provide the County with a base to establish a guideline for future developers.

Intersections will be designed based on future projections. Access management criteria will be provided as a policy to the corridor development.
13. A third public hearing will be held to present the final proposed alignment, boundaries and right-of-way requirements.
14. The consultant will be available for consultation meetings with the County and/or City of Nixa and developers as potential improvements are proposed.

ARTICLE II - ADDITIONAL SERVICES:

The County reserves the right to request additional work, or changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed for performance of the additional or changed work. Any change in compensation will be covered in the supplement. Additional services may include:

1. Obtain Services of others. Provide through subcontract the services or data other than those set forth in Article I.
2. Preparing to service or serving as a witness for County in any litigation or other proceedings involving the project.
3. Extra Services. Services not specifically defined heretofore that may be authorized by County.

ARTICLE III - RESPONSIBILITIES OF THE COUNTY:

County shall, within a reasonable time, so as not to delay the services of Consultant:

1. Provide full information as to the requirements for the Project.

2. Assist Consultant by placing at his disposal available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform his services under this Agreement.
4. Examine all studies, reports, sketches, estimates, drawings, proposals and other documents presented by Consultant and render in writing decisions pertaining thereto.
5. Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project.
6. Designate in writing a person to act as County's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
7. Give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the Project.
8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
9. Furnish, or direct Consultant to provide, necessary Additional Services as stipulated in Article II of this Agreement or other services as required.

ARTICLE IV - PERIOD OF SERVICE:

1. This Agreement will become effective upon the first written notice by County authorizing services hereunder.
2. This Agreement shall be applicable to all assignments authorized by County and accepted by Consultant subsequent to the date of its execution and shall be effective as to all assignments authorized prior to the completion date. All assignments authorized prior to the completion date, even if to be performed in whole or in part subsequent to the completion date, shall be governed by the terms and conditions of this Agreement. At the completion date, upon mutual agreement of the parties hereto, this Agreement may be extended, renegotiated, or terminated. Such extension, renegotiation, or termination shall not have any effect upon assignments authorized prior to the completion date.
3. Performance time for individual assignments shall be agreed upon at the time of authorization. Work shall be started within ten (10) days of authorization of individual assignments and prosecuted expeditiously.
4. Consultant shall complete the conceptual and preliminary design phase within seven months of the date of execution of this agreement provided that County has met its responsibilities as outlined in Article III.

ARTICLE V - STANDARDS:

Design criteria and project planning will be in accordance with the Policy on Geometric Design of Highways and Streets as promulgated by the American Association of State Highway and Transportation Officials (AASHTO), MoDOT Standard Plans and Specifications.

ARTICLE VI - COMPENSATION:

For services provided under this contract, the County will compensate the Consultant as follows:

- 1. For design services, outlined in Article 1, Items 1 to 13, the County will pay the Consultant a not-to-exceed amount of \$280,342, which shall be computed on the basis of actual productive salaries times a multiplier of 2.90 for overhead and profit, plus direct reimbursement of expenses, in accordance with the expense schedule stated herein, and project costs incurred on a subcontract basis.

For meetings outlined in Article 1, Item 14, the County will pay the consultant on an hourly basis for each meeting and subsequent review computed on the basis of actual productive salaries times a multiplier of 2.90 for overhead and profit, plus direct reimbursement of expenses, in accordance with the expense schedule stated herein, and project costs incurred on a subcontract basis.

- 2. Salary Rates. Current salary rates for 2004 are shown on Table B. Invoices generated by the Consultant will reflect the actual wage paid to individual employees at the time of invoicing, which may vary from the rates shown on Table B to reflect minor related wage rates increases.

The total estimated salary costs shown on Table A are based on the following work hour rates used for estimating purposes only. They are based on the rates for the personnel anticipated to be performing the work.

	<u>2004</u>
Principal	\$42.82/hour
Project/Senior Engineer	\$32.76/hour
Design Engineer	\$22.84/hour
Technician	\$20.33/hour

Should the contract extend beyond the year 2004 due to length of reviews or changes not anticipated, the Consultant shall be entitled to an increase in the not to exceed amount, based on future rates and overhead. Future rates and overhead shall be based on the consultant's overhead and salary rates used on MoDOT projects for that year. These rates are audited by MoDOT.

- 3. Expense Schedule:

Mileage	: \$0.375 per mile (or as permitted by the IRS)
Reduced Size Prints	: Direct Cost
Subcontracted Services	: Direct Cost
Printing & Reproduction	: Direct Cost
Subsistence	: Direct Cost

- 4. Method of Payment: Partial payments for work completed will be made to the Consultant within 60 days of receipt of itemized invoices by the County. Invoices will be submitted no more frequently than one invoice per month.

ARTICLE VII - COVENANT AGAINST CONTINGENT FEES:

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this contract. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE VIII - SUBLETTING, ASSIGNMENT OR TRANSFER:

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the County. The subletting of the work shall in no way relieve the Consultant of his primary responsibility of the quality and performance of the work. It is the intention of the Consultant to engage subcontractors for performance of surveying, geotechnical investigations, and right-of-way and easement deed preparation.

ARTICLE IX - PROFESSIONAL ENDORSEMENT:

All plans, specifications and other documents shall be endorsed by the Consultant and shall reflect the name and seal of the Professional Engineer endorsing the work.

ARTICLE X - RETENTION OF RECORDS:

The Consultant shall maintain all records, survey notes, design documents, cost and accounting records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment. Said records shall be made available for inspection by authorized representatives of the County during regular working hours at the Consultant's place of business

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ARTICLE XII - TERMINATION:

The County may terminate the contract at any time by giving written notice. If the contract is terminated because the project is abandoned or postponed by the County, the Consultant will be paid for salaries and expenses incurred up to the date of termination.

If the contract is terminated due to the Consultant's services being unsatisfactory in the judgement of the County, or if the Consultant fails to prosecute the work with due diligence, the County may procure completion of the work in such manner as it deems to be in the best interest of the County. The Consultant will be responsible for any excess cost in addition to that provided for in this contract or any damages the County may sustain by reason of the termination of this contract due to unsatisfactory performances or prosecution.

ARTICLE XIII - DECISIONS UNDER THIS CONTRACT:

The County will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The County's decision shall be final and conclusive.

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County and the Consultant agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XV - COMPLIANCE WITH LAWS:

The Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and nondiscrimination clause and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the County from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors, in the performance of the work under this contract. Unless directly attributable to negligent design practice on the part of the Consultant, the County agrees to save harmless the Consultant from all claims and liability resulting from improper construction of any portion of the project. Consultant is not responsible for job site safety or means and methods of construction used by contractors on the job. The County agrees to save harmless the Consultant from all claims and liability resulting from deviations from the Consultant's construction documents by either the County or their Contractor during construction for which approval or consent of said deviations was not given in writing by the Consultant.

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The Consultant, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds or race, color, or national origin in the selection of or retention of subcontractors. The Consultant will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

ARTICLE XVIII - TABLES:

The following exhibits are attached hereto and are hereby made part of this contract:

- Table A - Estimate of Total Project Cost
- Table B - Salary Rates and Average Workhour Rates

Executed this _____ day of _____ 2004.


FOR: CHRISTIAN COUNTY

Attest: _____

By: _____

FOR: HARRINGTON & CORTELYOU, INC.

Attest:  _____

By:  _____

CERTIFICATION OF AUDITOR

I, _____, the duly appointed and acting Auditor for Christian County, Missouri, and in that capacity, do hereby certify on this _____ day of _____ 2004, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Engineering Services Contract sufficient to meet the County's obligations under this Engineering Services Contract and an unencumbered cash balance in the County Treasury to the credit of the fund from which the County's financial obligation described in this Engineering Services Contract shall be paid sufficient to meet the County's obligations under this Engineering Services Contract.

Auditor

**CHRISTIAN COUNTY
KANSAS EXPRESSWAY**

Table A

Estimated Engineering Fees

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	Salaries Costs =		\$	53,618
Engineering Fee	Salary Costs x 2.90 =		\$	155,492
 Expenses:				
Travel and Subsistence			\$	1,500
Printing and Reproduction				2,000
Computer Charges				<u>350</u>
	Subtotal Expenses =		\$	3,850
 Subconsultants:				
Surveying			\$	37,500
Landmark Survey LLC				45,000
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Cultural Resource Study				2,500
Environmental Research Center of Missouri				36,000
Aerial Photography				<u>36,000</u>
M. J. & Associates				<u>36,000</u>
	Subtotal Subconsultants =		\$	121,000
TOTAL ESTIMATED FEES =				\$ 280,342



	<u>2004 Actual Salary Rates</u>	<u>2004 Billable Rates</u>	<u>2004 Average</u>
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K. R. Eisenbeis	42.82	124.18	
			<u>126.88</u>
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