

City Hall 117 S. Main Street Fayette, MO 65248 Ph:(660) 248-5246 Fax:(660) 248-3502

Tentative Agenda May 27, 2025

Regular Meeting of the Board of Alderman of the City of Fayette Fayette City Hall, 117 South Main, Fayette, MO 65248 Tuesday, May 27, 2025 at 6:00 p.m.

A. CALL TO ORDER

- **B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL
- D. ADDITIONS TO AND APPROVAL OF AGENDA
- E. APPROVAL OF MINUTES FOR THE REGULAR MEETING OF THE BOARD OF ALDERMAN HELD ON MAY 13, 2025.
- **F. INVITED GUESTS:**
- G. CITIZEN PARTICIPATION:

H. CITY STAFF REPORTS:

- 1. Sonny Conrow Electric Superintendent
- 2. City Marshal
- 3. City Administrator
- 4. City Attorney

I. OLD BUSINESS:

- 1. DISCUSSION AND OR APPROVAL OF AUDIT 2021
- 2. DISCUSSION AND OR APPROVAL OF THE BUILDING OF THE FAIRGROUNDS SHOOTING FACILITY

J. NEW BUSINESS:

1. DISCUSSION AND OR APPROVAL OF PAY RESOLUTION 2025-12 APPROVING INVOICES FOR PAYMENT



City Hall 117 S. Main Street Fayette, MO 65248 Ph:(660) 248-5246 Fax:(660) 248-3502

- 2. DISCUSSION AND OR APPROVAL OF PROPOSAL FOR CITY HALL ENTRANCE IMPROVEMENTS
- 3. DISCUSSION AND OR APPROVAL TO PROCEED WITH THE STREETS REPAIR PROJECT WITH OWN ENGINEERING
- 4. DISCUSSION OF UTILITY DISCOUNTS PROGRAM FOR NEW BUSINESSES
- 5. DISCUSSION AND OR APPROVAL OF RETURNING TO THE DODSON FAMILY, THE CITY HALL SIGN FORMALLY HUNG ON THE FRONT OF CITY HALL
- 6. PROCLAMATION OF JUNETEENTH 2025

K. BOARD OF ALDERMAN COMMENTS & COMMITTEE UPDATE:

- 1. David Frees East Ward
- 2. Ronda Gerlt East Ward
- 3. Patrick Roll Northwest Ward
- 4. Michelle Ishmael Northwest Ward
- 5. Grafton Cook Southwest Ward
- 6. JB Waggoner Southwest Ward

L. MAYOR'S COMMENTS:

M. Motion to adjourn to closed session pursuant to RSMO Chapter 610.021 (2) leasing, purchase or sale of real estate by a public government body where public knowledge of the transaction might adversely affect the legal consideration therefore: RSMO Chapter 610.021 (3) hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded; RSMO Chapter 610.021 (13) individually identifiable personal records, performance rating or records pertaining to employees or applicants for employment

N. MOTION TO ADJOURNMENT

Posted Monday 26, 2025

REGULAR MEETING OF THE BOARD OF ALDERMAN OF THE CITY OF FAYETTE, <u>MISSOURI</u> <u>TUESDAY, MAY 13, 2025</u>

CALL TO ORDER

The regular meeting of the Board of Aldermen of the City of Fayette was called to order at 6:00 p.m., May 13, 2025, by Mayor Greg Stidham.

PLEDGE OF ALLEGIANCE

Everyone in the Chamber rose for the Pledge of Allegiance led by Alderman David Frees.

ROLL CALL

Roll Call verified six Board Members present for the meeting.

Responding to the Roll Call: Alderwoman Ronda Gerlt, Alderman David Frees, Alderman Patrick Roll, Alderman Grafton Cook, Alderwoman Michelle Ishmael and Alderman JB Waggoner.

ADDITIONS TO AND APPROVAL OF AGENDA

Alderman Waggoner moved to approve the May 13, 2025 Agenda as presented. Alderwoman Ishmael seconded the motion. Six voting Aye. Nays – none. Motion passed.

<u>APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF</u> <u>ALDERMEN HELD ON APRIL 22, 2025</u>

Alderman Waggoner moved to approve the Minutes of the Regular Meeting held April 22, 2025. Alderman Roll seconded the motion. Six voting Aye. Nays – none. Motion passed.

INVITED GUESTS

• Dr. Kenneth Vroman – Fairgrounds Shooting Facility

Dr. Vroman informed the Council that the Fairground Development Association plans to build a trap shooting facility at the Fairgrounds. The facility would be used by Sportsman Club, 4-H, FFA, the college and potentially rented out to other individuals. He mentioned that safety is their primary consideration, noting that the shooting house would be located in the southwest corner of the Fairgrounds, with shooting directed to the South and the nearest residency would be over 300 yards away.

Alderman Waggoner mentioned that the City should review any ordinance that might apply to this case and develop a mechanism to allow this to happen if it is approved. Mayor Stidham requested project plans and mentioned that this proposal would be considered at the next Council meeting.

Ann Schnell

Ms. Schnell expressed her gratitude to the City crew for their work in preparing for the upcoming pool season.

Ms. Schnell informed the Council that Curtis Hammons – Water Superintendent, has determined that \$22,950 is needed to replace the UV Sterilizer, Pump and Rain blaster for the Splash Pad. She also reported that \$16,326.06 remains from Mrs. Lucile Thurman's memorial fund to the park, and Mr. Frank Flaspolher, executor of the estate, has agreed to release those funds for the purchase of these three items, leaving a balance of \$6,624 to be covered. Mr. Flaspohler offered to contribute half of the remaining amount (\$3,312). Ms. Schnell asked the Council to approve the spending of the \$3,312 remaining, amount that is included in the current budget.

Alderwoman Ishmael moved to approve to spend \$3,312 for the purchase of the new parts for the Splash Pad, provided that there is a warranty on the new parts. Alderwoman Gerlt seconded the motion. Six voting Aye. Nays – none. Motion passed.

Additionally, on behalf of the Park Commission, Ms. Schnell presented a 2025-2026 budget request that includes Cameras for City and Paige Liberty Park, swings for all parks, WIFI for Page Liberty Park and Camera monitoring yearly plan, as well as \$10,000 for the Land and Water Grant match.

• Bekki Galloway / Jim Kozala – Tree Keeper subscription

Ms. Galloway informed the Council Mr. Kozala will give a presentation next week on the Tree keeper subscription which will help to keep and manage the information of about 820 trees within the City. Ms. Galloway will present the Tree Board's budget requirement.

• Joe and Kelly Vaughn – Fly By

Mr. Vaughn presented to the Council the design of the backlit sign and logo for Fly By, stating that it meets all the City requirements outlined in the ordinance. Mr. Vaughn requested permission to proceed with the installation of the sign.

Alderman Cook moved to approve the sign for Fly By. Alderman Frees seconded the motion. Six voting Aye. Nays – none. Motion passed.

CITIZEN PARTICIPATION

• Eric Gonzales

Mr. Gonzales inquired about how utility bill estimates are calculated when meter reading is not possible due to weather conditions. He mentioned that his bill was unusually high considering that he is away from home for 12 hours each day and uses timed power strips. Mayor Stidham stated that the City would look into this matter.

Marsha Broadus

Ms. Broadus referred to the City Ordinance that requires all Food Truck to have a sanitation inspection from the County Health Department before selling any food to the public. Ms. Broadus asked the Council to consider re-wording the Ordinance to allow Food Truck with a current inspection from another County to be able to obtain a Vendor Permit when participating in any local event.

• <u>Regina Powell</u>

Ms. Powell asked the Council to consider installing WIFI at Liberty Park since there are vandalism issues. She also requested the City to mow the grass at the old funeral home on South Park Street, mentioning concerns about the presence of snakes in the area.

• Tristin Head

Ms. Head informed the Council about this year's Party in the Park event. She requested the police to block the road for the 2025 Parade in order to ensure the space and public safety during the event. Ms. Head provided the map with the route of the Parade.

CITY STAFF REPORTS

• <u>Sonny Conrow – Electric Superintendent</u>

Mr. Conrow presented a report on the Mutual Aid work in Springfield. He also requested the Council's consideration for the purchase of a Dump Trailer that could be utilized by both, the Electric and Streets Departments. Additionally, he informed the Council about an upcoming auction of three pieces of equipment that could be used by all the Departments. Mr. Conrow stated that he would present the maximum bid amount for Council consideration at the next meeting.

<u>Curtis Hammons - Water Superintendent</u>

Mr. Hammons informed the Council that the Board of the Howard County Regional Water Association is considering switching from Chlorine to Chloramines for water disinfection. He noted that the discussion is still in early stages, but the Association wanted to keep Council informed. Mr. Waggoner expressed concern, stating that this topic could lead to significant issues related to corrosion and health issues, which the City should address in the upcoming Water Association meetings.

• <u>Dennis Daniels – Streets Superintendent</u>

Mr. Daniels presented to the Council two Line-Item requests for the purchase of Concrete for \$4,875 and Galvanized Culvert for \$4,050 to complete streets projects. Alderwoman Gerlt moved to approve the Line-Item Requests for the purchase of Concrete (\$4,875) and Galvanized Culvert (\$4,050). Alderman Frees seconded the motion. Six voting Aye. Nays – none. Motion passed.

• <u>David Ford – Police Chief</u>

Police Chief David Ford was not present and was represented by Officer Brandon Abbott. Nothing to report.

Deanna Cooper – City Administrator

Ms. Cooper provided the Council with an update on her activities over the past two weeks. She informed that the city received the final report for the 2021 Audit and is working with Matt Vandelicht in the preparation for '22, '23 and '24 audits. She mentioned that she is working on accounting software and IT providers' recommendations. Ms. Cooper had various meetings, including Great River Engineering for North Main Project, Caleb Walker regarding insurance renewal, and Joey McLiney for rate studies.

• <u>City Attorney – James Klahr</u>

Attorney Nathan Nickolaus was unable to attend the meeting and was represented by Attorney James Klahr who introduced himself to the Council.

OLD BUSINESS

1. DISCUSSION AND OR APPROVAL OF SEWER WAIVER FOR 602 N CHURCH ST.

Alderman Frees moved to approve the Sewer Waiver for 602 N Church St. Alderman Cook seconded the motion. Six voting Aye. Nays – none. Motion passed.

NEW BUSINESS

1. DISCUSSION AND OR APPROVAL OF AUDIT 2021

Alderman Waggoner moved to table the approval of the Audit 2021 to allow the council member additional time for review. Alderman Roll seconded the motion. Six voting Aye. Nay – none. Motion passed

2. DISCUSSION AND OR APPROVAL OF ENGINEERING FIRM FOR STREET PROJECT

Alderman Waggoner moved to approve Own Engineering firm for Street repair Project, noting that the contract should include a cap on the price. Alderman Frees seconded the motion. Six voting Aye. Nays – none. Motion passed.

3. PAY RESOLUTION 2025-11 APPROVING INVOICES FOR PAYMENT

Alderman Roll moved to approve the Resolution 2025-11 approving invoices for payment and salaries in the total sum of \$453,543.61 which includes General Fund \$76,912.57, Electric Fund \$230,090.54, Water Fund \$81,370.89, Sewer Fund \$47,169.61. Alderman Waggoner seconded the motion. Six voting Aye. Nays – none. Motion passed.

4. DISCUSSION AND OR APPROVAL OF LINE-ITEM REQUEST FOR THE WATER DEPARTMENT

Alderman Waggoner moved to approve the Line-Item Request for \$8,631.00 for the purchase of 50 Smart Points (Water meter antennas) for the Water Department. Alderman Frees seconded the motion. Six voting Aye. Nays – none. Motion passed.

5. DISCUSSION AND OR APPROVAL OF LINE-ITEM REQUESTS FOR THE STREETS DEPARTMENT

Approved under Dennis Daniels – Street Superintendent City Staff Report.

6. DISCUSSION AND OR APPROVAL OF BUSINESS LICENSE FOR SMALL TOWN SMOKE, LLC (FOOD TRUCK)

Alderwoman Ishmael moved to table the approval of the Business License for Small Town Smoke, LLC, until all required information is submitted. Alderman Waggoner seconded the motion. Six voting Aye. Nays – none. Motion passed.

7. DISCUSSION AND OR APPROVAL OF BUSINESS LICENSE FOR KODE'S ROOFING

Alderwoman Gerlt moved to table the approval of Business License for Kode's Roofing, until all required information is submitted. Alderwoman Ishmael seconded the motion. Six voting Aye. Nays – none. Motion Passed.

8. APPOINTMENT OF PEGGY O'CONNELL AS A CITIZEN MEMBER TO THE FHPC – FAYETTE HISTORIC PRESERVATION COMMISSION

Alderwoman Gerlt moved to approve the appointment of Peggy O'Connell as a citizen member of the FHPC – Fayette Historic Preservation Commission. Alderwoman Ishmael seconded the motion. Six voting Aye. Nays – none. Motion Passed.

9. APPOINTMENT OF MAYOR PRO TEM - ALDERWOMAN MICHELLE ISHMAEL

Alderwoman Gerlt moved to approve the appointment of Alderwoman Michelle Ishmael as Mayor Pro Tem. Alderman Frees seconded the motion. Six voting Aye. Nays – none. Motion Passed.

10. APPOINTMENT OF COUNCIL MEMBERS TO DIFFERENT COMMITEES:

- o Alderwoman Michelle Ishmael Downtown Fayette
- o Alderwoman Ronda Gerlt Tree Board
- Alderman David Frees Park Board
- Alderman Patrick Roll Planning and Zoning
- Alderman Grafton Cook CID
- Alderman JB Waggoner CID

Alderwoman Ishmael moved to approve the appointment of the Aldermen to the mentioned Committees. Alderman Cook seconded the motion. Six voting Aye. Nays – none. Motion Passed.

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Alderman Waggoner moved to approve the appointment of Mayor Greg Stidham to the Fayette Historic Preservation Commission - FHPC. Alderwoman Ishmael seconded the motion. Six voting Aye. Nays – none. Motion Passed.

BOARD OF ALDERMAN COMMENTS & COMMITTEE UPDATE

Alderman David Frees - East Ward

Nothing to report.

Alderwoman Ronda Gerlt - East Ward

Alderwoman Gerlt reported that an individual was injured while walking on Spring Street, she twisted her ankle and hurt her hand. She also requested that the City check about a lot with tall grass located across the street from her residence, noting that it is not typical and is causing the increase of snakes in the area.

Alderman Patrick Roll - Northwest Ward

Nothing to report.

Alderman Grafton Cook - Southwest Ward

Alderman Cook informed the Council that he received a call from a constituent concerned that heavy traffic on West Davis Street may be causing damage to her house due to the vibrations from heavy vehicles passing and making the house shake.

Ms. Cook also suggested that the City consider charging a fee to property owners when the City has to mow tall grass on their property or potentially add a fee to the owner's property taxes.

Additionally, Alderman Cook introduced himself to the Council and shared his priorities. He expressed the importance of completing the City's financial reports and prioritizing repairs of the heavily damaged streets and intersections. He also mentioned the importance of revisiting the City Master Plan with a focus in the future, address the traffic and parking on the square, hiring a Building Inspector and study the potential of changing from an elected to an appointed Police Chief.

Alderwoman Michelle Ishmael - Northwest Ward

Alderwoman Ishmael reported that she had received several complaints about ATVs and UTVs vehicles being driven around town and recommended that the City provide information about what is permitted and requirements about safety and licensing for these vehicles. Also, Ms. Ishmael reported complaints about houses in town where pigs, chickens and turkeys are being raised. She encouraged citizens to submit written complaints using the forms available at City Hall, so the issues can be directed to the proper department to be resolved.

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Alderman JB Waggoner - Southwest Ward

Alderman Waggoner expressed his appreciation for the volunteers who are contributing to making the City of Fayette a strong community. He also noted that certain matters do not require Council action and can be addressed through the City Administrator and the chain of command. He emphasized the importance of allowing City staff to handle operational issues to improve efficiency.

MAYOR'S COMMENTS

Mayor Stidham informed the Council that he is working with the City Administrator on the Budget 2025-2026. They are planning to have three special meetings for the Council starting on the end of May and two in June.

TO CLOSED SESSION

Alderman Cook motioned to move to closed session at 7:58 p.m. Alderwoman Ishmael seconded the motion. Five voting Aye. Nays -0. Motion Passed.

Responding to the Roll Call: Alderwoman Ronda Gerlt, Alderman David Frees, Alderman Patrick Roll, Alderman Grafton Cook, Alderwoman Michelle Ishmael and Alderman J.B. Waggoner.

Alderman Frees moved to adjourn closed session at 8:40 p.m. and go into open session. Alderwoman Ishmael seconded the motion. Five voting Aye. Nays – None. Motion passed.

Roll Call: Alderman David Frees, Alderwoman Ronda Gerlt, Alderman Patrick Roll, Alderwoman Michelle Ishmael and Alderman J.B. Waggoner.

Alderman JB Waggoner brought up the previous discussion regarding the switch in water disinfection from chlorine to chloramine and emphasized that it is a serious matter. He recommended the Council visit waterworld.com and search for the article on this topic to get more information. Mr. Waggoner stated that details about the decision-making process by Howard County Regional Water Association should be requested.

ADJOURNMENT

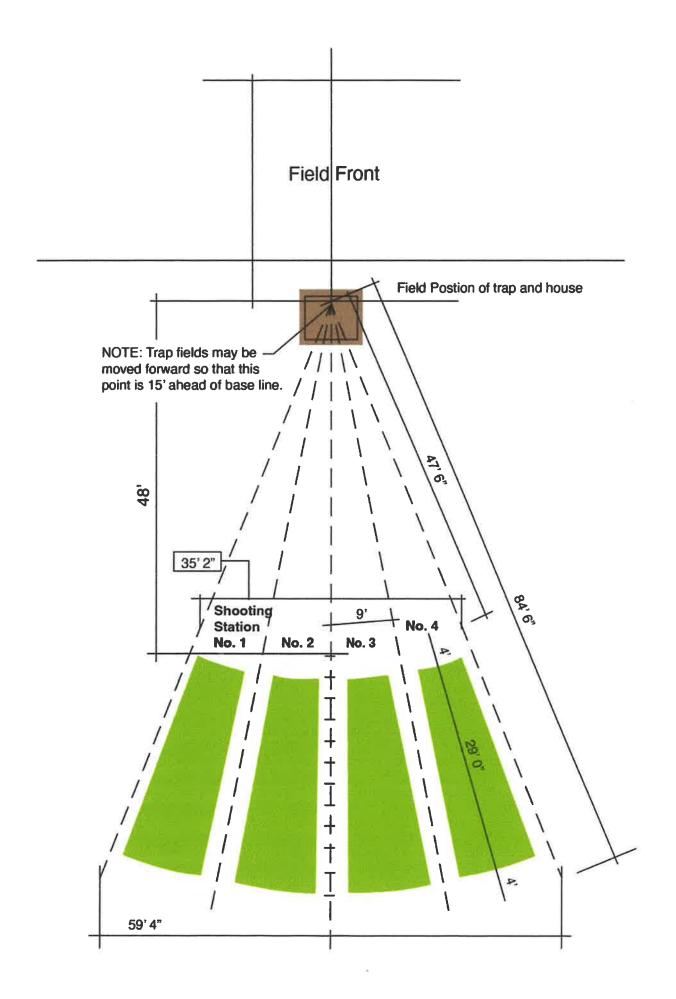
Alderwoman Gerlt moved to adjourn at 8:45 p.m. Alderwoman Ishmael seconded the motion. Six voting Aye. Nays -0. Motion passed.

Respectfully submitted by:

_____ Maria Rogers, City Clerk

____ Greg Stidham, Mayor

City of Fayette: Board of Aldermen Meeting Minutes, May 13, 2025



1. Ordinance research (Section 225.260 Firearms) [R.O. 2013 § 225.260; R.O. 2005 § 17-26; Ord. No. 26.070 § 27; Ord. No. 01-01 § 2]

Use of firearms, except for waterfowl, is restricted to the rifle range which is open only during daylight hours.

Question: Should ordinance be amended to include the Fairgrounds Trap Range?

W

Administrator Report

05/15/2025 to 05/26/2025

Called Williams Keepers for Auditor search (Amanda Schultz will be calling back) Citizen Complaint Mrs. Howell (Tony Howell's mother) **Council Meeting** Record disposal **Rotary Meeting presentation** Howell Property Discussion with Curtis Tall Grass discussion ARPA Zoom and annual report completed (required until Fed Gov closes the program – we are zeroed out as of 2023) MPUA Invoice resolution emails with the City of Tallahassee – (moving forward) LOGIN.gov and SAM.gov update (Grant reporting and award portals) Grant Front End Papers and Procurement Docs for SEMA/FEMA with Jane Rushford of MECO Accounting Software discussion with FREY (G-Worx replacement review) Discovery Call – Demos Scheduled last week in May and 1st week of June. Fairgrounds outline Rate analysis outline to Joey McLiney Airlink Call regarding park connection proposal cost Continued work on CDBG Letter Draft for Lincoln Brown Barb Conegys DAR – Request for Mayoral Welcoming for Memorial Day and Proclamation (if possible) Emailed with Genna Brock RE: DC Rogers and her earlier experience/processes MPUA email RE: Required Audit Conversation with Lincoln Brown – CDBG grant Emails between Williams Keepers and Miller Bales regarding audit prep/analysis/cycle outlook **FUSION** for IT issue FREY for scheduling Accounting Software DEMOs MRWA Workshop – Wed and Thursday **Downtown Fayette Mixer** BCDC Board Meeting (Boonslick Community Development Corp) **Council Meeting Preparation Personnel Policy Review** Meeting with Mayor **Budget Review** Insurance Review Risk Analysis annual review with TOKIO Marine - Tagged for Annual driving record review/Hanging a fire extinguisher and criminal background checks Ann Schnell/Dennis/Curtis regarding Pool **Reports for Retirement payouts** Dennis regarding potholes at Caseys and Park Bathrooms prior to Holiday weekend Pat Chrislep for Report Help with G-Worx MECO Engineering Emails with Robert and Jim RE: Dam repair and wing wall projects Return call to Joe Kmetz with GBA (Building Inspector contractor) USDA Email and call for EOY Reporting

RESOLUTION APPROVING PAYMENT OF INVOICES 2025-12

Be it Ordained by the Board of Aldermen of the City of Fayette, as follows:

Section 1: For the purpose of paying invoices and various accounts against the City of Fayette, which have been allowed by the Board of Aldermen, at the meeting thereof on May 27, 2025, the sum of **\$168,697.37**

General Fund	\$ 60,443.23
Electric Fund	\$ 33,962.88
Water Fund	\$ 67,845.85
Sewer Fund	\$ 6,445.41

Section 2: The City Clerk is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the accounts that have been allowed as above amounting to **\$168,697.37** being the total amount of money above appropriated.

Section 3: This resolution shall take effect and be in force from and after its passage.

Approved May 27, 2025:

Greg Stidham, Mayor

Endorsed May 27, 2025: I hereby certify that a sufficient sum of money stands to the credit of the City, unappropriated, in the City Clerk's Payment Fund to meet the requirements of this ordinance.

Maria Rogers, City Clerk

CLAIMS REPORT /endor Checks: 5/14/2025- 5/27/2028

VENDOR NAME	REFERENCE	VENDO Amount tota	
AFLAC	EMPLOYEES INSURANCE		3 28257270 5/19/25
ANSWER MIDWEST INC	BEFORE ANSA RING	140.50) 43994 5/27/25
BOONE QUARRIES	ROAD ROCK 1"	1,162.0	5 43995 5/27/25
CENTRAL DIESEL REPAIR INC	REPAIR GMC TRUCK	169.3	L 43996 5/27/25
CORE & MAIN LP	METERS FOR WESTSIDE	683.6) 43997 5/27/25
EMERALD TRANSFORMER PPM LLC KS	TRANSFORMER FOR JOE VAUGHN	6,600.0) 43998 5/27/25
FAMILY SUPPORT PAYMENT CENTER	GARNISHMENTS	69.2	3 43993 5/21/25
FIRE SAFETY INC.	ANNUAL EXTG INSPECTION	75.0) 43999 5/27/25
GALLS LLC	POCKET TROUSERS	646.0	
HOWARD COUNTY REGIONAL WATER		55,341.5	
HSA-C HAMMONS	HEALTH SAVINGS) 28257266 5/21/25
HSA-D FORD	HEALTH SAVINGS) 28257265 5/21/25
HSA-M SALAZAR	HEALTH SAVINGS) 28257267 5/21/25
INOVATIA LABORATORIES LLC	LAGOON TESTING	706.0	
IRS	FED/FICA TAX		2 28257263 5/21/25
JOHN W, GILLUM, CPA, LLC	AUDIT YEAR ENDING JUNE 2021	23,400.0	
KUSTOM SIGNALS, INC.	RADAR	2,571.3	
MARK BOGAN	MOWING CEMETERY 2025	160.0	
MFA AGRI SERVICES	SPRAYER WAND	9.0	
MISSOURI DEPT. OF REVENUE	APRIL SALES TAX		28257268 5/20/25
MO DEPT OF REV (PAYROLL)	STATE TAX		28257264 5/21/25
MWWC	ANNUAL MEMBERSHIP	35.0	
O'REILLY AUTOMOTIVE	OIL FILTER, OIL JUGS	485.6	
PETTY CASH	BOGAN MOW CEMETARY, POOL CASH	260.0	
SPIRE	DAMAGED GAS SERVICES	1,159.7	
SPIRE	FIRE DEPT UTILITIES	85.7	
SPIRE	GAS ELECTRIC DEPT	59.5	
SUMNER ONE, INC.	LEASE / RENTAL TA-4501I	301.8	
UNITED STATES POSTAL SERVICE	DELINQUENT NOTICE POSTAGE		4 28257269 5/16/25
VERIZON WIRELESS	M2Z SHARED WATER COMMUNICATION	84.6	
VERIZUN WIRELESS	M22 SHARED WATER COMMUNICATION	04.0) 44014 3/27/23 ==::
	Accounts Payable Total	121,715.7	1
Payroll Checks			
Λ4		ר רוח הר	١
	GENERAL	22,933.3	
02	ELECTRIC	14,460.9	
03	WATER	5,646.0	
04	SEWER	3,941.2	j
	Total Paid On: 5/21/25	46,981.6)
17		46 091 6	
	Total Payroll Paid	46,981.6	
	Report Total	 168,697.3	
	hopore rocur	===========	

CLAIMS REPORT CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
01	GENERAL	60,443.23
02	ELECTRIC	33,962.88
03	WATER	67,845.85
04	SEWER	6,445.41
		168,697.37

BANK#	BANK	NAME

CHECK#	DATE	ACCOUNT#	NAME

CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

1 #128740 CITY CLERK PAYMENT FND

12002	5/21/2025	1050		60.22	
	5/27/2025	1033	FAMILY SUPPORT PAYMENT CENTER	140 50	
43994	5/21/2025	2701		1 162 05	
43993	5/27/2025	1/23	CENTRAL DIECEL DEDAID INC	1,102.05	
	5/27/2025	24//	CORE & WATH LD	109.31	
43997	5/27/2025	1298	CORE & MAIN LP	683.60	
43998	5/27/2025	2983	ANSWER MIDWEST INC BOONE QUARRIES CENTRAL DIESEL REPAIR INC CORE & MAIN LP EMERALD TRANSFORMER PPM LLC KS	6,600.00	
	5/27/2025	1455	FIRE SAFELY INC.	75.00	
44000	5/27/2025	1103	GALLS LLC	646.02	
44001	5/27/2025	2238	HOWARD COUNTY REGIONAL WATER	55,341.58	
	5/27/2025	1835	INOVATIA LABORATORIES LLC	706.00	
44003	5/27/2025	2917	INOVATIA LABORATORIES LLC JOHN W, GILLUM, CPA, LLC KUISTOM STCNALS INC	23,400.00	
44004	5/27/2025 5/27/2025	1510	KUSTOM SIGNALS, INC.	2,571.31	
44005	5/27/2025	3045	MARK BOGAN	160.00	
44006	5/27/2025	1112	MFA AGRI SERVICES	9.00	
44007	5/27/2025	1808	MWWC	35.00	
44008	5/27/2025	1239	O'REILLY AUTOMOTIVE	485.63	
44009	5/27/2025	1248	PETTY CASH	260.00	
44010	5/27/2025	1217	SPIRE	1.159.78	
44011	5/27/2025	3028	SPIRE	85.78	
44012	5/27/2025	3029	SPIRE	59.50	
44013	5/27/2025	2145	SUMNER ONE. INC.	301.84	
44014	5/27/2025	2147	VERIZON WIRELESS	84.60	
* 44015	Thru 28257262		JOHN W, GILLUM, CPA, LLC KUSTOM SIGNALS, INC. MARK BOGAN MFA AGRI SERVICES MWWC O'REILLY AUTOMOTIVE PETTY CASH SPIRE SPIRE SPIRE SUMNER ONE, INC. VERIZON WIRELESS		
	E /21 /202E	2057	TDC	15 200 22	E DAV
28257264	5/21/2025	2958	MO DEPT OF REV (PAYROLL)	3,453,50	E-PAY
28257265	5/21/2025 5/21/2025	2969	HSA-D FORD	25 00	E-PAY
28257266	5/21/2025	2071	HSA-C HAMMONS	100 00	E-PAY
20257267	5/21/2025	2007		200.00	E-PAY
20257260	5/21/2025 5/20/2025 5/16/2025	1712	MO DEPT OF REV (PAYROLL) HSA-D FORD HSA-C HAMMONS HSA-M SALAZAR MISSOURI DEPT. OF REVENUE	8 202 60	F_DAV
2023/200	5/20/2025	1200	INTTED STATES DOSTAL SEDVICE	66 64	
2023/209	5/10/2025	1517	UNITED STATES POSTAL SERVICE AFLAC	161 00	E-PAY
2023/2/0	3/ 19/ 2023	1011	AFLAC	101.30	E-PAT

* See Check Summary below for detail on gaps and checks from other modules.

BAN	<pre>< TOTALS: OUTSTANDING CLEARED</pre>	121,715.77 .00			
	BANK 1 TOTAL	121,715.77			
	VOIDED	.00			
FUNE)	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 02 03 04	GENERAL ELECTRIC WATER SEWER	37,509.93 19,501.89 62,199.82 2,504.13	37,509.93 19,501.89 62,199.82 2,504.13	.00 .00 .00 .00	.00 .00 .00 .00

BANK# BANK NAME CHECK# DESCRIPTION

1 #128740 CITY CLERK PAYMENT FND

43993 Thru 44014 Accounts Payable Checks 44015 Thru 1001134 Gap in Checks

1001135 Thru 1001162 Payroll Checks

28257263 Thru 28257270 Accounts Payable E-Pay

City of Fayette MO SCHEDULED PAYMENT UPDATE DETAIL CALENDAR 5/2025, FISCAL 11/2025

PAGE 1

72.22

1159.78

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO			
		1022 ANTHE	M BCBS MO	GROUP					
000906097E	1	01	5/01/25	EMPLOYEES HEALTH INSURAM	1221.33	28257262E			
000906097E	2	01	5/01/25	EMPLOYEES HEALTH INSURAM	3489.50	28257262E			
000906097E	3	01	5/01/25	EMPLOYEES HEALTH INSURAN	1116.64	28257262E			
000906097E	4	01	5/01/25	EMPLOYEES HEALTH INSURAN	1465.59	28257262E			
000906097E	5	02	5/01/25	EMPLOYEES HEALTH INSURAM	3384.82	28257262E			
000906097E	6	03	5/01/25	EMPLOYEES HEALTH INSURAM	2686.92	28257262E			
000906097E	7	04	5/01/25	EMPLOYEES HEALTH INSURAN	1989.01	28257262E			
000906097E	8	01	5/01/25	EMPLOYEES HEALTH INSURAM	1226.24	28257262E			
000906097E	9	02	5/01/25	EMPLOYEES HEALTH INSURAM	243.91	28257262E			
000906097E	10	03	5/01/25	EMPLOYEES HEALTH INSURAM	48.78	28257262E			
000906097E	11	04	5/01/25	EMPLOYEES HEALTH INSURAM	48.78	28257262E			
				** TOTAL **	16921.52	16921.52	.00	16921.52	
				** VENDOR TOTAL **	16921.52	16921.52	.00	16921.52	

		1103 GAL	LS LLC		
030672349	1	01	5/27/25 POCKET TROUSERS	318.81	44000
030715016	1	01	5/27/25 POCKET TROUSERS	159.37	44000
030728554	1	01	5/27/25 POCKET TROUSERS	167.84	44000

		** VENDOR TOTAL **	646.02	646.02	.00	646.02
728393	1112 M 1 04	FA AGRI SERVICES 5/27/25 SPRAYER WAND	9.00	44006		
		** VENDOR TOTAL **	9.00	9.00	.00	9.00
SALES TAX SALES TAX	1213 M 1 03 2 02	ISSOURI DEPT. OF REVENUE 5/20/25 APRIL SALES TAX 5/20/25 APRIL SALES TAX ** TOTAL **	3322.25 2 4880.35 2 8202.60		.00	8202.60
		** VENDOR TOTAL **	8202.60	8202.60	.00	8202.60
25DR2308	1217 S 1 03	PIRE 5/27/25 DAMAGED GAS SERVICES	1087.56	44010		

5152025	1	01	5/27/25 MONTHLY GAS BILL	24.08	44010	
5152025	2	03	5/27/25 MONTHLY GAS BILL	24.07	44010	
5152025	3	04	5/27/25 MONTHLY GAS BILL	24.07	44010	
			** TOTAL **	72.22	72.22	.00
			** VENDOR TOTAL **	1159.78	1159.78	.00
		1239 O'REII	LY AUTOMOTIVE			
4090-296356	1	01	5/27/25 OIL FOR BOOM MOWER	194.97	44008	
4090-296940	1	04	5/27/25 SUPER CLEAN	12.99	44008	

		2025 5:04 PM 5/27/2025	City of Fayette MO SCHEDULED PAYMENT UPDATE CALENDAR 5/2025, FISCAL			ER: MAS NL:6168	PAGE	2
INVOICE	LN	DIST ID	DUE DATE REFERENCE	PAID AMT	CHECK NO			
4090-29696	8 1	1239 O'REIL 01	LLY AUTOMOTIVE 5/27/25 AC FREON	45.99				
4090-29727	3 1	02	5/27/25 OIL FILTER, OIL JUGS	231.68	44008			
			** VENDOR TOTAL **	485.63	485.63	.00	485.63	
52325 52325	1 2	1248 PETTY 01 01	CASH 5/27/25 BOGAN MOW CEMETARY, POOL 5/27/25 BOGAN MOW CEMETARY, POOL ** TOTAL **		44009	.00	260.00	
			** VENDOR TOTAL **	260.00	260.00	.00	260.00	
W906379	1	1298 CORE & 02	& MAIN LP 5/27/25 METERS FOR WESTSIDE	683.60	43997			
			** VENDOR TOTAL **	683.60	683.60	.00	683.60	
660205090 660205090 660205090	1 2 3	1299 UNITED 02 03 04	D STATES POSTAL SERVICE 5/16/25 DELINQUENT NOTICE POSTAG 5/16/25 DELINQUENT NOTICE POSTAG 5/16/25 DELINQUENT NOTICE POSTAG ** TOTAL **	22.21	28257269E 28257269E 28257269E 66.64	.00	66.64	
			** VENDOR TOTAL **	66.64	66.64	.00	66.64	
IN00043095	1	1455 FIRE S 04	SAFETY INC. 5/27/25 ANNUAL EXTG INSPECTION	75.00	43999			
			** VENDOR TOTAL **	75.00	75.00	.00	75.00	
614767	1	1510 KUSTOM 01	M SIGNALS, INC. 5/27/25 RADAR	2571.31	44004			
			** VENDOR TOTAL **	2571.31	2571.31	.00	2571.31	
941837 941837	1 2	1517 AFLAC 01 02	5/19/25 EMPLOYEES INSURANCE 5/19/25 EMPLOYEES INSURANCE ** TOTAL **		28257270E 28257270E 161.98	.00	161.98	
			** VENDOR TOTAL **	161.98	161.98	.00	161.98	
1062170	1	1723 BOONE 01	QUARRIES 5/27/25 ROAD ROCK 1"	754.50	43995			
1062171	1	01	5/27/25 ROAD ROCK 1"	407.55	43995			
			** VENDOR TOTAL **	1162.05	1162.05	00	1162.05	
		1808 MWWC						

	Fri May 23, POSTING DATE:		City of Fayette MO SCHEDULED PAYMENT U CALENDAR 5/2025, F			R: MAS ::6168	PAG	E 3
INVOICE	LN	DIST ID	DUE DATE REFERENCE	PAID AMT	CHECK NO			
2025	1	1808 MWWC 04	5/27/25 ANNUAL MEMBERSHIP	35.00	44007			
			** VENDOR TOTAL	** 35.00	35.00	.00	35.00	
32352	1	1835 INOVA 04	TIA LABORATORIES LLC 5/27/25 E COLI, NITROGEN, O SOLIDS TESTS	XYGEN 245.25	44002			
32384	1	04	5/27/25 E COLI TESTING	50.00	44002			
32404	1	04	5/27/25 LAGOON TESTING	360.75	44002			
32415	1	04	5/27/25 E COLI TESTING	50.00	44002			
			** VENDOR TOTAL	** 706.00	706.00	.00	706.00	
4288039 4288039 4288039 4288039 4288039 4288039 4288039 4288039 4288039 4288039 4288039 4288039	1 2 3 4 5 6 7 8 9 10	01 02 03 04 01 02 03 04 01 01	R ONE, INC. 5/27/25 LEASE / RENTAL TA-4 5/27/25 LEASE / RENTAL TA-4 S/27/25 LEASE / RENTAL TA-4 CON WIRELESS S/27/25 M2Z SHARED WATER CO ** VENDOR TOTAL	5011 30.18 5011 30.18 5011 30.18 5011 30.18 5011 30.19 5011 30.19 5011 30.19 5011 30.19 5011 30.19 5011 30.19 5011 30.18 ** 301.84 ** 301.84 MMUNI 84.60	44013 44013 44013 44013 44013 44013 44013 44013 44013 301.84 301.84 44014 84.60	.00 .00	301.84 301.84 84.60	
741	1	2238 HOWAR 03	RD COUNTY REGIONAL WATER 5/27/25 WATER PURCHASE ** VENDOR TOTAL	55341.58	44001 55341.58	.00	55341.58	
4539	1	2477 CENTR 01	RAL DIESEL REPAIR INC 5/27/25 REPAIR GMC TRUCK ** VENDOR TOTAL	169.31	43996 169.31	.00	169.31	
250502	1	2917 JOHN 01	W, GILLUM, CPA, LLC 5/27/25 AUDIT YEAR ENDING 3	JUNE 2 23400.00	44003			
			** VENDOR TOTAL	_ ** 23400.00	23400.00	.00	23400.00	
		2981 ANSWE	ER MIDWEST INC					

APUPDTOO Fri 07.01.21 POSTING			Ci	ty of Fayette MO SCHEDULED PAYMENT UPDATE CALENDAR 5/2025, FISCAL			OPER: MAS JRNL:6168	PA	GE	4
INVOICE	LN	DIST ID	DUE DATE	REFERENCE		CHECK NO				
		2981 ANSWE	R MIDWEST							
502705202025	1	01	5/27/25	BEFORE ANSA RING FAYETTE ACCOUNT # 5027	35.13	43994				
502705202025	2	02	5/27/25	BEFORE ANSA RING FAYETTE ACCOUNT # 5027	35.13	43994				
502705202025	3	03	5/27/25	BEFORE ANSA RING	35.12	43994				
502705202025	4	04	5/27/25	FAYETTE ACCOUNT # 5027 BEFORE ANSA RING	35.12	43994				
				FAYETTE ACCOUNT # 5027 ** TOTAL **	140.50	140.50	.00	140.50		
				** VENDOR TOTAL **	140.50	140.50	00.00	140.50		
152001974	1	2983 EMERA 02		ORMER PPM LLC KS TRANSFORMER FOR JOE VAUG	6600.00	43998				
				** VENDOR TOTAL **	6600.00	6600.00	.00	6600.00		
5152025	1	3028 SPIRE 01		FIRE DEPT UTILITIES	85.78	44011				
				** VENDOR TOTAL **	85.78	85.78	.00	85.78		
5152025	1	3029 SPIRE 02		GAS ELECTRIC DEPT	59.50	44012				
				** VENDOR TOTAL **	59.50	59.50	0.00	59.50		
50125	1	3045 MARK 01		MOWING CEMETERY 2025	160.00	44005				
				** VENDOR TOTAL **	160.00	160.0	0.00	160.00		
				** E-PAYMENT TOTAL ** ** PRINTD CHK TOTAL ** ** GRAND TOTAL **	119489.24	119489.24	4 .00	25352.74 94136.50 119489.24		

APUPDT00	Fri	May 23,	2025	5:04 PM
07.01.21	POSTING	DATE:	5	/27/2025

City of Fayette MO SCHEDULED PAYMENT UPDATE CALENDAR 5/2025, FISCAL 11/2025

OPER: MAS JRNL:6168 PAGE 5

GL ACCOUNT NUMBER	GL ACCOUNT NAME	DEBITS	CREDITS	NET
	CASH ACCOUNT		318.81	
01-00-1000	ACCOUNTS PAYABLE-GENERAL FUND CASH ACCOUNT	318.81	159.37	
	ACCOUNTS PAYABLE-GENERAL FUND CASH ACCOUNT	159.37	167.84	
	ACCOUNTS PAYABLE-GENERAL FUND CASH ACCOUNT	167.84	9.00	
04-00-2000	ACCOUNTS PAYABLE CASH ACCOUNT	9.00	1087.56	
03-00-2000	ACCOUNTS PAYABLE	1087.56		
01-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE-GENERAL FUND	24.08	24.08	
03-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE	24.07	24.07	
	CASH ACCOUNT ACCOUNTS PAYABLE	24.07	24.07	
	CASH ACCOUNT ACCOUNTS PAYABLE-GENERAL FUND	194.97	194.97	
	CASH ACCOUNT ACCOUNTS PAYABLE	12.99	12.99	
01-00-1000	CASH ACCOUNT ACCOUNTS PAYABLE-GENERAL FUND	45.99	45.99	
02-00-1000	CASH ACCOUNT ACCOUNTS PAYABLE	231.68	231.68	
01-00-1000	CASH ACCOUNT		160.00	
01-00-1000	ACCOUNTS PAYABLE-GENERAL FUND	160.00	100.00	
02-00-1000	ACCOUNTS PAYABLE-GENERAL FUND CASH ACCOUNT	100.00	683.60	
	ACCOUNTS PAYABLE CASH ACCOUNT	683.60	75.00	
	ACCOUNTS PAYABLE CASH ACCOUNT	75.00	2571.31	
	ACCOUNTS PAYABLE-GENERAL FUND CASH ACCOUNT	2571.31	754.50	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND CASH ACCOUNT	754.50	407.55	
01-00-2000 04-00-1000	ACCOUNTS PAYABLE-GENERAL FUND CASH ACCOUNT	407.55	35.00	
04-00-2000	ACCOUNTS PAYABLE	35.00		
04-00-1000 04-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE	245.25	245.25	
04-00-1000 04-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE	50.00	50.00	
04-00-1000 04-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE	360.75	360.75	
04-00-1000 04-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE	50.00	50.00	
01-00-1000 01-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE-GENERAL FUND	30.18	30.18	
02-00-1000 02-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE	30.18	30.18	
03-00-1000 03-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE	30.18	30.18	
03 00 L000	ACCOUNTS INTIDEE	10.10		

APUPDTOO Fri May 23, 2025 5:04 07.01.21 POSTING DATE: 5/27/20	PM City of Fayette MO 25 SCHEDULED PAYMENT UPDATE CALENDAR 5/2025, FISCAL 11/2025	OPER: MAS JRNL:6168		PAGE 6
GL ACCOUNT NUMBER	GL ACCOUNT NAME	DEBITS	CREDITS	NET
04-00-1000	CASH ACCOUNT		30.18	
04-00-2000 01-00-1000	ACCOUNTS PAYABLE CASH ACCOUNT	30.18	30.18	
01-00-2000 02-00-1000	ACCOUNTS PAYABLE-GENERAL FUND CASH ACCOUNT	30.18	30.19	
02-00-2000	ACCOUNTS PAYABLE	30.19		
03-00-1000 03-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE	30.19	30.19	
04-00-1000 04-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE	30.19	30.19	
01-00-1000	CASH ACCOUNT		30.19	
01-00-2000 01-00-1000	ACCOUNTS PAYABLE-GENERAL FUND CASH ACCOUNT	30.19	30.18	
01-00-2000 03-00-1000	ACCOUNTS PAYABLE-GENERAL FUND CASH ACCOUNT	30.18	84.60	
03-00-2000 03-00-1000	ACCOUNTS PAYABLE CASH ACCOUNT	84.60	55341.58	
03-00-2000	ACCOUNTS PAYABLE	55341.58		
01-00-1000 01-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE-GENERAL FUND	169.31	169.31	
01-00-1000 01-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE-GENERAL FUND	23400.00	23400.00	
01-00-1000	CASH ACCOUNT		35.13	
01-00-2000 02-00-1000	ACCOUNTS PAYABLE-GENERAL FUND CASH ACCOUNT	35.13	35.13	
02-00-2000 03-00-1000	ACCOUNTS PAYABLE CASH ACCOUNT	35.13	35.12	
03-00-2000 04-00-1000	ACCOUNTS PAYABLE CASH ACCOUNT	35.12	35.12	
04-00-2000	ACCOUNTS PAYABLE	35.12		
02-00-1000 02-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE	6600.00	6600.00	
01-00-1000 01-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE-GENERAL FUND	85.78	85.78	
02-00-1000 02-00-2000	CASH ACCOUNT ACCOUNTS PAYABLE	59.50	59.50	
01-00-1000	CASH ACCOUNT		160.00	
01-00-2000	ACCOUNTS PAYABLE-GENERAL FUND	160.00		
	GENERAL LEDGER TOTALS	94136.50	94136.50	

City of Fayette MO GENERAL LEDGER SUMMARY CALENDAR 5/2025, FISCAL 11/2025

OPER: MAS JRNL:6168 PAGE 7

ACCOUNT NUMBER	ACCOUN	NT TITLE	DEBITS	CREDITS	NET
01-00-1000	CASH /	ACCOUNT	.00	28,875.37	28,875.37-
01-00-2000	ACCOUN	NTS PAYABLE-GENERAL FUND	28,875.37	.00	28,875.37
02-00-1000	CASH A	ACCOUNT	.00	7,670.28	7,670.28-
02-00-2000		NTS PAYABLE	7,670.28	.00	7,670.28
03-00-1000		ACCOUNT	.00	56,633,30	56,633.30-
03-00-2000	ACCOUN	NTS PAYABLE	56,633.30	.00	56,633.30
04-00-1000	CASH A	ACCOUNT	.00	957.55	957.55-
04-00-2000	ACCOUN	NTS PAYABLE	957.55	.00	957.55
	TDANC	ACTION TOTALS	94,136.50	94,136.50	.00
	TRANS	ACTION TOTALS	94,150.50	94,130.30	.00
	FUND	NAME	DEBITS	CREDITS	
	01	GENERAL	28,875.37		
	02	ELECTRIC	7,670.28	7,670.28	
	03	WATER	56,633.30	56,633.30	
	04	SEWER	957.55	957.55	
		TOTALS	94,136.50	94,136.50	

LAWSON CONCRETE LLC

200 Shields St. Fayette, MO 65248 Phone: 660-537-6204

TO: Fayette City Hall

JOB SITE: FAYETTE CITY HALL

QUANTITY	DESCRIPTION UNIT PRICE	TOTAL
1	Concrete steps and ramp	
1	Brick work	
1	Black railing	
	SUBTOTAL	\$12,000.0
	TOTAL DUE	\$12,000.0

*Pricing is estimated and may change if additional work is needed or changes are requested. *Please make all checks payable to LARRY LAWSON If you have any questions concerning this invoice, contact Larry Lawson at 660-537-6204 or lawsonconcrete82@gmail.com

THANK YOU FOR YOUR BUSINESS!



INVOICE # DATE: 5/8/25







Phone: 660-785-0248

Fayette City Hall Phone: Greg Stidham Cell: +16605374170

Job Address: 117 s Main st Fayette, MO 65248

Proposal for Fayette City Hall-Ramp and Railing

We hereby submit specifications and estimates Options include labor and materials:

The attached rendition is a general idea not a specific plan for the final ramp.

Attachments



Print Date: 4-18-2025

Concrete and Brick Ramp and Stairs.

-Install a concrete ramp and steps to the front of the Fayette City Hall building.
(Demo of ramp and stairs will be done by others.)
-Cut out approx 200 sq ft of sidewalk and repour it to accommodate the steps coming out the front.
(One level section directly outside of the steps and one section sloped to match the existing height.)

-Install a brick wall along the front edge of the ramp, the E side of the landing and also install a brick wall along the steps with 2 brick posts at the bottom. -Brick priced out is Bowerston Hoosier Blend Vertical Matt Modular (see spec sheet) -Install cap stone on the posts.

-Install wiring in the posts and connect the electrical inside the basement.
-Install 2 copper light fixture on top of the posts and connect them to a dusk to dawn sensor.
(see spec sheet attached for fixture style)

-Cleanup site and dispose of waste.

Concrete and Brick Ramp and Stairs. Total:

Railing and Handrail

-Install 12- 3 1/4" aluminum newel posts in textured black. -Install American Outlook railing along ramp and along the E side of the landing. -Install 1 1/2" aluminum ADA handrail along both sides of the ramp and steps. -Cleanup site and dispose of waste.

Railing and Handrail Total:

\$10,184.50

Total Price: \$34,469.00

NOTICE TO OWNERS

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

\$24,284.50



WeAreOwn.com

866.866.2741 info@weareown.com

CIVIL ENGINEERING STRUCTURAL ENGINEERING LAND SURVEYING FIELD S	SERVICES
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Project Proposal for

Asphalt Street Maintenance & Repair

for

City of Fayette, Mo

Mayor Greg Stidham Fayette City Hall 117 S. Main St Fayette, MO 65248 greg_stidham@us.crawco.com

Proposal # PCO10-25-0654

Prepared by OWN, Inc., 4240 Philips Farm Road, Suite 101, Columbia, MO 65201



Engineering Beyond.

OWN, Inc. is an employee-owned engineering firm. Our core offerings include Civil Engineering, Structural Engineering, Land Surveying, and Field Services. Our talented team helps shape the built environment across the country from our offices in Missouri, Kansas, Arkansas, and Florida. No matter the project or scope, our clients enjoy problem solving and service that goes beyond the expected.



Principles

We believe in the value of relationships that last. That it's appreciated when you handle things with the attention and urgency you'd expect of a friend. And asking bigger questions will lead to better solutions. No matter if the challenge we're solving is massive or mundane, our approach is rooted in the principles that guide our work each day:

- OWNERS DO IT BETTER
- RESPONSIVENESS IS A SUPERPOWER
- SUCCESS IS NOT A LIMITED RESOURCE
- FUN MATTERS
- PEOPLE ARE AT THE CENTER OF IT ALL

Services

CIVIL ENGINEERING

- DEVELOPMENT SERVICES
- SITE DESIGN
- CONCEPTUAL DESIGN
- DUE DILIGENCE
- PERMITTING
- COMMUNITY ENGAGEMENT
- FUNDING ASSISTANCE
 ROADWAY DESIGN
- TRAFFIC
- BRIDGE
- SIDEWALKS & TRAILS
- STORMWATER
- WATER

LAND SURVEYING

- BOUNDARY/ALTA SURVEYING
- TOPOGRAPHIC SURVEYING
- + HYDROGRAPHIC SERVICES
- PHOTOGRAMMETRY (DRONE)

STRUCTURAL EVALUATION
 FORENSIC ENGINEERING
 STRUCTURAL INSPECTION

STRUCTURAL BUILDING DESIGN

STRUCTURAL

ENGINEERING

FOUNDATION DESIGN

FIELD SERVICES

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL ENGINEERING
- DRILLING
 - CONSTRUCTION INSPECTIONS
 - CONSTRUCTION MATERIAL TESTING (CMT)
 - LIDAR (MOBILE, TERRESTRIAL, DRONE)
 - CONSTRUCTION SURVEYING
 - GEOGRAPHIC INFO SYSTEMS (GIS)
 - -----



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April 15, 2025

Mayor Greg Stidham Fayette City Hall 117 S. Main St Fayette, MO 65248 greg_stidham@us.crawco.com

Re: OWN Proposal # PCO10-25-0654 Asphalt Street Maintenance & Repair

OWN, Inc. appreciates the opportunity to provide the City of Fayette ("Client") with a letter of agreement for professional services for preparation of construction documents for asphalt street maintenance & repair for portions of Morrison, Davis, Spring and Lucky Streets. We understand the project will consist of identifying needed maintenance and repair work need along these streets, which may consist of milling, pothole repair/isolated removals & replacement, crack sealing, and surface course overlays. Our scope will include the following streets:

- Morrison Street from Church Street to Hwy 5
- Davis Street from Church Street to Hwy 5
- Spring Street from Hwy 5 to Park Street
- Lucky Street from Hwy 5 to Park Street

Please find our proposed Scope of Services for this project outlined below.

OWN, Inc. (hereafter referred to as "OWN") agrees to provide its services in accordance with the applicable standards of care for projects of similar geographic location, quality and scope as defined in the included General Conditions. Services shall be completed pursuant to the terms of this Letter of Agreement and incorporated General Conditions (hereinafter referred to as the "Agreement").

SCOPE OF SERVICES

The Scope of Services outlined below is prepared based on preliminary review of the site locations and discussions with the Client during our recent site visit.

CIVIL ENGINEERING

\$13,750.00

Preparation of Construction Documents for the proposed work:

- 1. Field investigation: We will visit each street and perform a visual investigation on foot to assess existing conditions and identify problem areas, gather measurements and take photographs as needed. The information gathered will be used to develop plans and specifications for bidding the proposed work required to correct damage and deficiencies, and extend service life of the streets.
- 2. Construction Drawings: Prepare drawings utilizing aerial images as a background, identifying locations and dimensions/limits of required repair work. A variety of remediation methods are anticipated, depending on the magnitude of existing issues, along with classification/traffic loading etc. on the specific streets. These may include but are not limited to pothole repairs and remove replace areas to address subgrade issues, crack sealing, edge repair, surface milling, and surface course restoration via overlay or chip seal. While the basic project area will be limited to the traveled pavement corridors, we will review conditions of curbs and drainage



structures/drainage patterns, and possibly recommend other repairs outside of the paved areas. The focus of any additional repair work will be placed on conditions that would contribute to premature deterioration or damage to the repaired pavement areas.

- 3. CONSTRUCTION DETAILS: Provide general construction details as appropriate for the identified repairs.
- 4. PROJECT MANUAL: Project Manual will include Bidding/Contracting Documents derived from EJCDC standards/Division 1/Front-End Documents along with technical specifications as needed for the various items of work.
- 5. SITE VISITS/MEETINGS: Scope includes 2 site visit by OWN staff during design to collect existing measurements etc.

BID AND CONSTRUCTION SERVICES

\$6,125.00

- 1. BID PHASE OWN will provide the following services during bidding:
 - Coordination of Project public advertisement (advertisement/planroom fees will be billed as a reimbursable expense)
 - Attendance at Pre-Bid Meeting
 - Answer bidder questions
 - Prepare Addenda as needed.
- 2. CONSTRUCTION PHASE OWN will provide the following services during construction:
 - Attendance at Pre-Construction Meeting
 - Review civil submittals
 - Review and respond to RFI's
 - 2 site visits during construction to check Contractor's progress and assist in resolving conflicts/issues etc.
 - Review of Contractor pay applications
 - Pre-final on-site inspection and punch list preparation

TOTAL FEE FOR THE ABOVE SERVICES \$19,875.00

Reimbursable Expenses

Reimbursable expenses are typically paid upfront by OWN unless otherwise specified by the Client. Please note that the Client shall be responsible for all reimbursable expenses incurred during the project, including a 15% markup on up-front reimbursable expenses if required to be paid by OWN. Typical reimbursable expenses may include travel, mileage, printing, delivery or courier services. The Client is responsible for city submittal fees, city review fees, state submittal fees, state review fees, permit fees, etc.

Assumptions

OWN has made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows.

• OWN assumes that all rights-of-way, easements, property ownership issues, and private utilities affecting the project will be provided by Client to OWN, or by other supplemental means as necessary. OWN cannot be held liable for any mis-marked or unmarked utilities, which may result in plan revisions, project delays, change orders, and/or additional services.



- Civil design does not include renovations and grading for existing buildings, sidewalks and utility services, outside of that described in the scope above.
- Construction documents will be prepared based on direction from the Client and Owner, and the final site plan will be determined prior to the preparation of documents. Any significant changes or modifications will be considered additional services.
- Any existing easements, covenants, restrictions or encumbrances that affect the subject property shall be provided to OWN by the Client if such encumbrances impact or restrict the proposed design.
- OWN does not anticipate any site retaining walls on this project. If required, retaining wall structural design and global stability will be by others or an additional service.
- Stormwater Detention and Water Quality Design It is assumed at this time that Detention/Water Quality will not be required.
- OWN does not anticipate submittal to or review by any regulatory agency. Any required reviews outside of Owner or Client will impact schedule and may result in the need for additional services and fees.

Additional Service Items

Should Client request work not specifically described and included in this Agreement, such as additional services, OWN shall provide the Client with a written scope and fee for these services. OWN shall not commence work on additional services without Client's prior approval in writing or as otherwise authorized.

The following services, in addition to any items not specifically listed in our scope of services, can potentially be provided by OWN but are not included herein:

- Third-party utility location services
- Coordination meetings with City/other agencies
- Stormwater Report or Memo
- SWPPP Preparation and Inspections
- Fire Flow calculations
- Construction Staking
- Construction Observation/Inspection
- Traffic Study or Impact Analysis

- Phase 1 Environmental Site Assessment Report
- Geotechnical Report
- Drilling
- Materials Testing
- Structural Engineering or design for Retaining Walls
- Landscape Plans
- Stormwater Detention and Water Quality Design

COMPENSATION

Compensation for OWN's services shall be a Lump Sum fixed fee of **\$19,875.00.** Additional services as needed may be provided as a negotiated lump sum fee, or on a time and expense basis at the rates in the attached fee schedule. The OWN, Inc. Fee Schedule is subject to adjustment on an annual basis from the date of this agreement. Any reimbursable expenses are in addition to the amounts shown herein.

These financial arrangements are proposed with the assumption that Project invoices will be paid promptly and the Project will progress orderly and continuously. Invoices are due upon receipt regardless of whether the Client has been, or is to be, reimbursed by any other party. In the event Client disputes any invoice item, Client shall give OWN written notice of such disputed item within five (5) days after receipt of such invoice and shall pay to OWN the undisputed portion of the invoice according to the General Conditions hereof. A service charge of 1.5% per month is assessed on accounts 45 days past due.



SCHEDULE FOR SERVICES

Unless otherwise agreed, OWN would expect to begin performing its services under this Agreement promptly upon Client signature with a mutually agreed schedule thereafter, exclusive of delays beyond OWN's control.

TERMS AND CONDITIONS

- 1. General Conditions are provided for Client review and approval and are made part of this Agreement. OWN's fee schedule is subject to annual calendar year adjustments.
- 2. Due to the very limited benefit OWN will derive from this Project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT THE TOTAL LIABILITY OF OWN, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON OWN'S WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT, TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR AN AGGREGATE TOTAL OF \$25,000 FOR ALL PARTIES, WHICHEVER IS THE GREATER.

The Agreement represents the entire understanding between Client and OWN with respect to the Project and may only be modified in writing signed by both parties. This proposal will be open for acceptance for a period of thirty (30) days from the date set forth above, unless changed by OWN in writing.

Thank you for the opportunity to provide professional services for this project, we look forward to working together soon. Let us know if you have any questions or need any additional information. Please sign in the space provided and return an executed original to OWN.

Sincerely,

OWN, Inc.

Thomas P. Wenting

Thomas P. Wooten, P.E.



The signer below acknowledges they have full authority to bind the Client to this Agreement. The signature indicates authorization to proceed and that the Client has reviewed and accepted this Letter of Agreement for Professional Services and General Conditions.

Signature:	
Name:	
Title:	
Date:	
Client Representative (if different from above):	
Client Accounts Payable Information	
AP Contact Name:	AP Contact Phone Number:
AP Email Address:	9 2

PAGE 8

GENERAL CONDITIONS TO PROPOSED LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

1. PAYMENT TERMS: OWN will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one-and-one-half percent (1½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection costs, including OWN's reasonable attorney fees will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: OWN agrees to maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, OWN will maintain Professional Liability Insurance for OWN's negligent acts, errors, or omissions in providing Services pursuant to this Agreement. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: OWN will use that degree of care and skill ordinarily exercised under similar conditions by members of the profession currently practicing in the same or similar locality and at the same time. OWN agrees to perform the services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the services and that in effect as of the date when the services are provided. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4. RISK ALLOCATION: Due to the very limited benefit OWN will derive from this Project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT THE TOTAL LIABILITY OF OWN, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON OWN'S WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT, TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR AN AGGREGATE TOTAL OF \$25,000 FOR ALL PARTIES, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT shall furnish right-of-entry on the property for OWN employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the Project. OWN will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires OWN to restore the property to its former condition, OWN will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by OWN as instruments of service pursuant to this Agreement, shall be the sole property of OWN. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and shall not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by OWN, pursuant to this Agreement, be used at any location or for any Project not expressly provided for in this Agreement without the written permission of OWN. Any unauthorized use or modification of such documents shall be at CLIENT'S sole risk

and CLIENT shall indemnify, defend and hold harmless OWN against any liability arising from or related to such unauthorized use or modification. At the request and expense of the CLIENT, OWN will provide the CLIENT with copies of documents created in the performance of the work for a period not exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by OWN, the CLIENT agrees that all such electronic files are instruments of service of OWN, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of OWN. The CLIENT further agrees to waive indemnify the OWN against any and all claims against OWN resulting in any way from any unauthorized changes to or reuse of the electronic files for any other Project by anyone other than OWN. The CLIENT and OWN agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the contract. Any changes to the electronic specifications by either the CLIENT or OWN are subject to preview and acceptance by the other party. Additional services by OWN made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by OWN and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWN, its officers, directors, employees and sub- consultants (collectively, OWN) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than OWN or from any reuse of the electronic files by <u>CLIENT or anyone else to whom CLIENT has provided the electronic files</u> without the prior written consent of OWN.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by OWN and OWN makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall OWN be liable for indirect or consequential damages as a result of OWN's services or the CLIENT's use or reuse of the electronic files.

8. SAFETY: Should OWN provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.



GENERAL CONDITIONS TO PROPOSED LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES



9. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: OWN shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. OWN shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the Project site, or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

10. CLIENT'S OBLIGATIONS: CLIENT shall, at its sole expense: (i) provide all information and documentation regarding CLIENT requirements, the existing site, and planned improvements necessary for the orderly progress of the services; (iii) site restoration and repair, as needed following field investigations; (iv) establish and update a Project budget, which shall include a contingency to cover additional services amy be required by changes in the design or services; and (v) timely respond to requests for information and timely review and approve all design deliverables. OWN shall be entitled to rely on all information and services provided by CLIENT.

11. ENVIRONMENTAL HAZARDS: CLIENT acknowledges that the services do not include the detection, investigation, evaluation, or abatement of environmental conditions encountered by OWN in performance of the services, including but not limited to mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. CLIENT shall indemnify, defend and hold OWN harmless from and against any and all claims relating to the actual or alleged existence or discharge of such materials.

12. LOCATION OF EXISTING MAN-MADE OBJECTS AND DIFFERING. CONCEALED OR UNKNOWN CONDITIONS: It shall be the responsibility of the CLIENT or his authorized representative to disclose the presence and accurate location of all subsurface man-made objects relative to the work being performed. Furthermore, IF OWN encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to OWN or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, OWN will, if practicable, promptly notify CLIENT before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. OWN assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in OWN's cost of, or time required for performance of any part of the Services, OWN's compensation and time for performance will be equitably increased. CLIENT AGREES to waive, indemnify, defend and save harmless OWN from all claims, suits, losses and expenses

(including but not limited reasonable attorney's fees) resulting from differing, concealed or unknown conditions.

13. SUSPENSION OF SERVICES/TERMINATION: OWN may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event OWN determines there may be a significant risk that OWN's invoices may not be paid on a timely basis OWN may suspend performance and/or retain any reports or other information until Client provides OWN with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching CLIENT unless the event(s) giving rise to the breach are remedied within that time frame.

14. FORCE MAJEURE: OWN will not be liable to CLIENT for delays in performing the services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; pandemics; epidemics; acts or omissions of governmental authorities, the project CLIENT or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of OWN.

15. INDEMNITY: OWN agrees to indemnify and hold harmless the CLIENT and its officers, directors and employees from and against losses, damages, judgments and expenses (including reasonable attorney's fees) (collectively "Losses") provided that such Losses are caused, on a comparative basis of fault, by the negligent acts, errors and omissions of OWN or their consultants in the performance of the services pursuant to this Agreement.

16. NO THIRD-PARTY BENEFICIARIES: This Agreement is solely for the benefit of OWN and CLIENT. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of OWN or CLIENT in favor of such third parties. Further, OWN assumes no obligations or duties other than the obligations to CLIENT specifically set forth in this Agreement. OWN shall not be responsible for CLIENT obligations under any separate agreement with any thirdparty.

17. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.

18. CERTIFICATIONS/CONSENTS: OWN shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in OWN having to certify the existence of conditions whose existence OWN cannot ascertain. Any certificate will state that it is based on the best of the OWN's knowledge, information and belief.



OWN, Inc. Fee Schedule

BASIC CHARGES

Engineering beyond.[™]

\$174 - \$195 \$138 - \$162 \$68 - \$114 \$101 - \$183 \$68 - \$107 \$118 - \$152 \$174 - \$195 \$114 - \$147 \$135 - \$152 \$93 - \$119 \$103 - \$149 \$78 - \$127 \$165 - \$186 \$210 - \$228 \$278 - \$292 \$347 - \$368 \$172 - \$193 \$119 - \$152 \$261 - \$276 \$209 - \$262 \$172 - \$180 \$150 - \$172 \$86 - \$133 \$135 - \$147

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY-FIVE DAYS ARE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, SITE SAFETY, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS.

OWN, INC., BY _____

_EFFECTIVE: 01/01/2025 THRU 12/31/2025

PERSONNEL (HOURLY RATES):

SENIOR PROJECT MANAGER	\$247 - \$260	SENIOR ENVIRONMENTAL SPECIALIST
PROJECT MANAGER	\$225 - \$235	ENVIRONMENTAL SPECIALIST
SENIOR PROJECT ENGINEER	\$234 - \$251	DRILLING TECHNICIAN
PROJECT ENGINEER	\$177 - \$213	PROJECT INSPECTOR
SENIOR CIVIL ENGINEER	\$202 - \$246	CMT TECHNICIAN I - V
CIVIL ENGINEER	\$126 - \$184	CMT SPECIALIST I - III
SENIOR CIVIL DESIGNER	\$185 - \$203	PROJECT SURVEYOR
CIVIL DESIGNER	\$103 - \$168	ASSOCIATE SURVEYOR
SENIOR CIVIL CAD TECHNICIAN	\$167 - \$184	SENIOR SURVEY CAD TECHNICIAN
CIVIL CAD TECHNICIAN	\$93 - \$152	SURVEY CAD TECHNICIAN
CIVIL TECHNICIAN	\$103 - \$141	SURVEY CREW CHIEF
SENIOR STRUCTURAL ENGINEER	\$198 - \$243	SURVEY TECHNICIAN
STRUCTURAL ENGINEER	\$141 - \$185	ONE PERSON SURVEY CREW
SENIOR BRIDGE ENGINEER	\$198 - \$243	TWO PERSON SURVEY CREW
BRIDGE ENGINEER	\$141 - \$185	THREE PERSON SURVEY CREW
SENIOR STRUCTURAL DESIGNER	\$179 - \$197	FOUR PERSON SURVEY CREW
STRUCTURAL DESIGNER	\$121 - \$163	SENIOR GIS TECHNICIAN
STRUCTURAL TECHNICIAN	\$108 - \$156	GIS TECHNICIAN
BRIDGE TECHNICIAN	\$108 - \$156	OFFICE LEADER
SENIOR GEOTECHNICAL ENGINEER	\$194 - \$240	DEPARTMENT MANAGER
GEOTECHNICAL ENGINEER	\$141 - \$174	CLIENT MANAGER
SENIOR PROJECT GEOLOGIST	\$172 - \$193	SENIOR PROJECT COORDINATOR
PROJECT GEOLOGIST	\$136 - \$159	PROJECT COORDINATOR
INTERN	\$92 - \$111	ASSISTANT CLIENT MANAGER

d

Jerrod Hogan, PLS, C.E.O.

EXPENSES & EQUIPMENT CHARGES:			
VEHICLE (3/4 TON OR LESS)	\$0.97 /MILE	GPS	\$400 /DAY
VEHICLE (SUBURBAN & 1 TON)	\$1.05 /MILE	ROBOTIC TOTAL STATION	\$400 /DAY
WATER TRUCK PER DAY +	\$107 /DAY	DRONE MOBILIZATION	\$600 /DAY
WATER TRUCK PER MILE	\$1.02 /MILE	COPIES	\$0.21 EACH
LIDAR SCANNER MOBILIZATION	\$860 /DAY	PRINTING PLANS	\$0.75 /SF + TECH TIME
MOBILE LIDAR MOBILIZATION \$5,000 MINIMUM	\$1,070 /DAY	MYLAR PRINTS	\$1.61 /SF + TECH TIME
DOWN HILL CAMERA	\$114 /UNIT		

REIMBURSABLES

COST PLUS 15% - TRAVEL EXPENSES (INCLUDING MEAL & LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAY, SUNDAY, AND HOLIDAY WORK OR OUTSIDE OF NORMAL HOURS 7:00AM-5:00PM) 1.5 TIMES THE HOURLY RATE.

HOURLY RATES:	DEPOSITION (
APPLY TO MEETINGS AND TRAVEL TIME	1.5 TIMES THE

DEPOSITION OR COURT TESTIMONY: 1.5 TIMES THE HOURLY RATE

MININUM CHARGE:

2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CYLINDER AND SAMPLE PICK UP,



HAZARDOUS OPERATION CHARGE:

FOR LEVEL C: 1.5 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGES

FIELD TESTING AND INSPECTION CHA	RGES:	
FIELD DENSITY (COMPACTION TEST)	BASIC CHARGES +	\$17.50 /EACH
CONE PENETROMETER	BASIC CHARGES +	\$22.50 /EACH
FLOOR FLATNESS EQUIPMENT	BASIC CHARGES +	\$367.00 /EACH
DYNAMIC CONE PENETROMETER	BASIC CHARGES +	\$36.50 /EACH
CORING EQUIPMENT CHARGES	BASIC CHARGES +	\$146.50 /DAY
MAGNESIUM STRAIGHT EDGE	BASIC CHARGES +	\$64.50 /DAY
ROLLING STRAIGHT EDGE	BASIC CHARGES +	\$292.50 /DAY

LABORATORY TEST CHARGES:

	DONAIONTI	LOT CHARGES.	
AGGREGATES (ASTM)	UNIT CHARGE	SOIL TESTS (ASTM)	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	\$197.50	ATTERBERG LIMITS (D4318)	\$89.50
L.A. ABRASION, LARGE AGG. (C535)	\$241.00	ATTERBERG LIMITS - CH (D4318)	\$130.50
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	\$332.50	SWELL TEST, 1/16 TSF (D4546)	\$241.00
SULFATE SOUNDNESS TEST (C88): 10-CYCLE	\$463.00	SWELL PRESSURE (D4546)	\$455.50
SULFATE SOUNDNESS TEST (C88): 20-CYCLE	\$655.00	SHRINKAGE LIMIT (D4643)	\$89.50
SIEVE ANALYSIS, DRY AGG. (C136)	\$81.00	MOISTURE CONTENT (2216)	\$10.00
SIEVE ANALYSIS (C117)	\$99.00	SIEVE + HYDROMETER	\$223.00
SIEVE ANALYSIS (C117, C136)	\$122.50	HYDROMETER ONLY (D422)	\$122.50
SPECIFIC GRAVITY, FINE AGG. (C128)	\$89.50	USCS CLASSIFICATION	\$41.50
SPECIFIC GRAVITY, COARSE AGG. (C127)	\$89.50	PERCENT PASSING #200	\$66.50
LIGHTWEIGHT PIECES IN AGG. (C123)	\$139.00	SPECIFIC GRAVITY (D845)	\$114.00
ORGANIC IMPURITIES (C40)	\$81.00	UNCONFINED COMPRESSION	\$79.00
FLAT & ELONGATED PIECES (D4791)	\$122.50	UNCONFINED/TRIAXIAL, REMOLDED	\$122.50
DELETERIOUS MATLS (MODOT TM71)	\$107.00	TRIAXIAL TEST, PP, CU w/PP /POINT	\$624.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	\$132.00	ORGANIC MATTER (D2974-C)	\$81.00
DRY RODDED UNIT WEIGHT (C29)	\$57.00	PENETROMETER	\$7.50
DIT NOBBED ON WEIGHT (020)	Q07.00	SAMPLE PREP, PER HOUR	\$79.00
MASONRY TESTS (ASTM)		SHELBY TUBE DENSITY	\$50.00
COMPRESSIVE STRENGTH 4" BLOCK	\$40.00	RESISTIVITY, 1 POINT	\$96.00
COMPRESSIVE STRENGTH 6" BLOCK	\$50.00	RESISTIVITY, MINIMUM	\$110.00
COMPRESSIVE STRENGTH 8" BLOCK	\$68.50	Ph TEST	\$81.00
COMPRESSIVE STRENGTH 12" BLOCK	\$114.00	CONSOLIDATION TEST, TO 8 TSF	\$629.00
COMPRESSIVE STRENGTH MORT/GR CUBE	\$18.50	CONSOLIDATION TEST, >8 TSF 1 POINT	\$81.00
GROUT PRISM	\$18.50	CALIFORNIA BEARING RATIO, LAB, /PNT	\$187.00
MORTAR CYLINDER (2" X 4")	\$18.50	PERMEABILITY, FALLING HEAD 4" MOLD	\$593.50
ABSORPTION, MASONRY BLOCK	\$66.50	PERMEABILITY, FLEXIBLE WALL	\$686.50
LINEAR SHRINKAGE (SET OF 3)	\$496.50	PERMEABILITY CONSTANT HEAD	\$593.50
LINEAR SHRINRAGE (SET OF 5)	\$490.50	PERMEABILITY, FALLING HEAD UNDISTURBE	0
			D \$717.50
BITUMINOUS TESTING		LABORATORY COMPACTION TESTS	
ASPHALT CONTENT	\$148.50	MOISTURE DENSITY RELATIONSHIP	
ASPHALT CONTENT & AGG. GRADATION	\$248.00	STD. PROCTOR (D698), MTH. A & B	\$237.50
SIEVE ANALYSIS EXTRACTION	\$122.50	STD. PROCTOR (D698), MTH. C	\$280.50
MARSHALL TEST, FIELD - 3 PUCKS	\$122.50	STD. PROCTOR (D698), 1 POINT	\$83.00
MARSHALL TEST, LAB - 3 PUCKS	\$181.50	MOD. PROCTOR (D1557), MTH. A & B	\$290.50
RETAINED STABILITY	\$280.50	MOD. PROCTOR (D1557), MTH. C	\$392.00
ASPHALT CORE DENSITY, EACH	\$40.00	MOD. PROCTOR (D1557), 1 POINT	\$92.00
THEORETICAL MAX. DENSITY	\$197.50	RELATIVE DENSITY	\$594.50
CONCRETE/ROCK CORE	4		
CORE TRIM & TEST	\$65.75	6" X 12" CYLINDER, TESTED AND MOLD	\$22.00
THICKNESS (AASHTO T148/ASTM C174)	\$37.25	4" X 8" CYLINDER, TESTED AND MOLD	\$16.00
		SAW CONCRETE CYLINDER	\$37.00
		BEAM FLEXURAL STRENGTH	\$52.00
		CONCRETE BEAM, NOT TESTEED	\$29.50
		SAMPLE PREP, CLIENT MADE (5 CYLS.)	\$42.50



DRILLING SERVICES CHARGES:

MILEAGE - CME 75 RIG MILEAGE - CME 550 RI CME 55 DRILL RIG ANE CME 75 DRILL RIG ANE CME 550 DRILL RIG AN CORE BIT CHARGE ROCK CORE SET UP DECONTAMINATION EG GROUT MACHINE	GS(\$150 MINIMUM) D TWO MAN CREW D TWO MAN CREW ID TWO MAN CREW	BASIC CHARGES \$3.00 /MILE \$3.00 /MILE \$278.50 /HOUR \$325.50 /HOUR \$325.50 /HOUR \$325.50 /HOUR \$9.25 /FOOT \$114.50 /BORING \$221.00 /DAY \$368.50 /DAY \$17.00 /EACH	
CME 75 EQUIPMENT R	& EQUIPMENT SURCHARGE SETING, EQUIPMENT	\$472.50 /DAY \$315.00 /DAY \$119.00 /DAY \$382.50 /DAY \$1,732.00 /DAY	
DRILLING ITEM:	DEPTH:		

	<u>0' TO 20'</u>	20' TO 40'	<u>40' TO 60'</u>	<u>60' TO 100'</u>	100' TO 150'
SOIL OVERBURDEN, 4 IN. AUGER	\$12.15	\$13.60	\$15.00	\$16.85	÷.
SOIL OVERBURDEN, 6 IN. HS AUGER	\$14.65	\$16.85	\$18.20	\$20.35	-
SOIL OVERBURDEN, 8 IN. HS AUGER	\$14.65	\$18.20	\$22.15	\$25.85	4
SOIL OVERBURDEN, 10 IN. HS AUGER	\$16.85	\$25.85	8	÷	<u></u>
SOIL OVERBURDEN, 12 IN. HS AUGER	\$20.35	\$25.85	3	2	<u></u>
ROCK PENETRATION	\$45.40	\$50.75	\$54.05	\$62.90	\$92.65
NQ CORING	\$59.05	\$62.90	\$70.90	\$81.60	4
STANDARD PENETRATION TEST	\$33.55	\$41.80	\$51.20	\$59.05	-14 C
3IN. SHELBY TUBES	\$41.80	\$51.20	\$59.05	\$67.95	- 2

NOTE: A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING AUGERS OR BREAKING CORE BARRELS.



Engineering beyond.^m



WeAreOwn.com

866.866.2741 info@weareown.com

CIVIL ENGINEERING	STRUCTURAL ENGINEERING	LAND SURVEYING	FIELD SERVICES	

Project Proposal for

Downtown Intersection Improvements

for

City of Fayette, Mo

Mayor Greg Stidham Fayette City Hall 117 S. Main St Fayette, MO 65248 greg_stidham@us.crawco.com

Proposal # PCO10-25-0653

Prepared by OWN, Inc., 4240 Philips Farm Road, Suite 101, Columbia, MO 65201



Engineering Beyond.

OWN, Inc. is an employee-owned engineering firm. Our core offerings include Civil Engineering, Structural Engineering, Land Surveying, and Field Services. Our talented team helps shape the built environment across the country from our offices in Missouri, Kansas, Arkansas, and Florida. No matter the project or scope, our clients enjoy problem solving and service that goes beyond the expected.



Principles

We believe in the value of relationships that last. That it's appreciated when you handle things with the attention and urgency you'd expect of a friend. And asking bigger questions will lead to better solutions. No matter if the challenge we're solving is massive or mundane, our approach is rooted in the principles that guide our work each day:

- OWNERS DO IT BETTER
- RESPONSIVENESS IS A SUPERPOWER
- SUCCESS IS NOT A LIMITED RESOURCE
- FUN MATTERS
- PEOPLE ARE AT THE CENTER OF IT ALL

Services

CIVIL ENGINEERING

- DEVELOPMENT SERVICES
- SITE DESIGN
- CONCEPTUAL DESIGN
- DUE DILIGENCE
- PERMITTING
- COMMUNITY ENGAGEMENT
 FUNDING ASSISTANCE
- ROADWAY DESIGN
- TRAFFIC
- BRIDGE
- SIDEWALKS & TRAILS
- STORMWATER
- WASTEWATER
- WATER

LAND SURVEYING

- BOUNDARY/ALTA SURVEYING
- TOPOGRAPHIC SURVEYING
- + HYDROGRAPHIC SERVICES
- PHOTOGRAMMETRY (DRONE)

- STRUCTURAL ENGINEERING
- STRUCTURAL BUILDING DESIGN
- FOUNDATION DESIGN
- STRUCTURAL EVALUATION
- FORENSIC ENGINEERING
- STRUCTURAL INSPECTION

FIELD SERVICES

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL ENGINEERING
- DRILLING
- CONSTRUCTION INSPECTIONS
- CONSTRUCTION MATERIAL TESTING (CMT)
- LIDAR (MOBILE, TERRESTRIAL, DRONE)
- CONSTRUCTION SURVEYING
- GEOGRAPHIC INFO SYSTEMS (GIS)
- •



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866.866.2741 info@weareown.com



April 1, 2025

Mayor Greg Stidham Fayette City Hall 117 S. Main St Fayette, MO 65248 greg_stidham@us.crawco.com

Re: OWN Proposal # PCO10-25-0653 Downtown Intersection Improvements

OWN, Inc. appreciates the opportunity to provide the City of Fayette ("Client") with a letter of agreement for professional services for design of intersection improvements along Church St. at various street intersections. We understand the project will consist of replacement of damaged/failing pavement at the approach to Church Street at the intersections in question. Where appropriate we will review potential drainage concerns, return radius geometry and limits of pavement replacement, and sidewalk connections as needed.

Please find our proposed Scope of Services for this project outlined below.

OWN, Inc. (hereafter referred to as "OWN") agrees to provide its services in accordance with the applicable standards of care for projects of similar geographic location, quality and scope as defined in the included General Conditions. Services shall be completed pursuant to the terms of this Letter of Agreement and incorporated General Conditions (hereinafter referred to as the "Agreement").

SCOPE OF SERVICES

The Scope of Services outlined below is prepared based on preliminary review of the site locations and discussions with the Client during our recent site visit.

CIVIL ENGINEERING \$7,500.00

Preparation of Construction Documents for the proposed work:

- 1. Construction Drawings: Prepare drawings reflecting the intersection aprons and other pavement areas to be replaced. Intersection aprons to be included are Church Street and Walnut, both sides, Church Street and Hackberry, east side only, and Church Street and Depot Street, both sides. We will visit the site during design to gather measurements, photos and other information to be utilized in preparation of the drawings. In addition to pavement replacement, we will review existing drainage patterns and inlet locations and identify any corrections needed to maintain or restore correct drainage. We will review adjacent sidewalks and ramps and recommend improvements as we feel appropriate. We will make recommendations for extending the pavement replacements beyond the immediate apron areas where appropriate, if such extensions are warranted and provide a worthy benefit to the City. We will also work with City utility staff to identify on the drawings any scheduling requirements needed to allow City forces to complete water line reconnection/abandonment work at the Depot Street intersection concurrent with proposed pavement work. It should be noted that the limits of proposed replacement will not encroach beyond the existing edge of the Church Street travelway, and proposed grades will match the existing edge of Church Street.
- 2. CONSTRUCTION DETAILS: Provide general construction details as appropriate for the pavement sections, drainage improvements, etc.



\$5,450.00

- 3. PROJECT MANUAL: Project Manual will include Bidding/Contracting Documents derived from EJCDC standards/Division 1/Front-End Documents along with technical specifications as needed for the various items of work.
- 4. SITE VISITS/MEETINGS: Scope includes 1 site visit by OWN staff during design to collect existing measurements etc.

BID AND CONSTRUCTION SERVICES

- 1. BID PHASE OWN will provide the following services during bidding:
 - Coordination of Project public advertisement (advertisement/planroom fees will be billed as a reimbursable expense)
 - Answer bidder questions
 - Prepare Addenda as needed.
 - Assist City in obtaining MoDot Permit, if required
- 2. CONSTRUCTION PHASE OWN will provide the following services during construction:
 - Attendance at the pre-construction meeting
 - Review civil submittals
 - Review and respond to RFI's
 - 2 site visits during construction to check Contractor's progress and assist in resolving conflicts/issues etc.
 - Pre-final on-site inspection and punch list preparation

TOTAL FEE FOR THE ABOVE SERVICES \$12,950.00

Reimbursable Expenses

Reimbursable expenses are typically paid upfront by OWN unless otherwise specified by the Client. Please note that the Client shall be responsible for all reimbursable expenses incurred during the project, including a 15% markup on up-front reimbursable expenses if required to be paid by OWN. Typical reimbursable expenses may include travel, mileage, printing, delivery or courier services. The Client is responsible for city submittal fees, city review fees, state submittal fees, state review fees, permit fees, etc.

Assumptions

OWN has made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows.

- OWN assumes that all rights-of-way, easements, property ownership issues, and private utilities affecting the project will be provided by Client to OWN, or by other supplemental means as necessary. OWN cannot be held liable for any mis-marked or unmarked utilities, which may result in plan revisions, project delays, change orders, and/or additional services.
- Civil design does not include renovations and grading for existing buildings, sidewalks and utility services, outside of that described in the scope above.
- Construction documents will be prepared based on direction from the Client and Owner, and the final site plan will be determined prior to the preparation of documents. Any significant changes or modifications will be considered additional services.
- Any existing easements, covenants, restrictions or encumbrances that affect the subject property shall be provided to OWN by the Client if such encumbrances impact or restrict the proposed design.



- OWN does not anticipate any site retaining walls on this project. If required, retaining wall structural design and global stability will be by others or an additional service.
- Stormwater Detention and Water Quality Design It is assumed at this time that Detention/Water Quality will not be required.
- OWN does not anticipate submittal to or review by any regulatory agency. Any required reviews outside of Owner or Client will impact schedule and may result in the need for additional services and fees.

Additional Service Items

Should Client request work not specifically described and included in this Agreement, such as additional services, OWN shall provide the Client with a written scope and fee for these services. OWN shall not commence work on additional services without Client's prior approval in writing or as otherwise authorized.

The following services, in addition to any items not specifically listed in our scope of services, can potentially be provided by OWN but are not included herein:

- Third-party utility location services
- Coordination meetings with City/other agencies
- Stormwater Report or Memo
- SWPPP Preparation and Inspections
- Fire Flow calculations
- Construction Staking
- Construction Observation/Inspection
- Traffic Study or Impact Analysis

- Phase 1 Environmental Site Assessment Report
- Geotechnical Report
- Drilling
- Materials Testing
- Structural Engineering or design for Retaining Walls
- Landscape Plans
- Stormwater Detention and Water Quality Design

COMPENSATION

Compensation for OWN's services shall be a Lump Sum fixed fee of **\$12,950.00.** Additional services as needed may be provided as a negotiated lump sum fee, or on a time and expense basis at the rates in the attached fee schedule. The OWN, Inc. Fee Schedule is subject to adjustment on an annual basis from the date of this agreement. Any reimbursable expenses are in addition to the amounts shown herein.

These financial arrangements are proposed with the assumption that Project invoices will be paid promptly and the Project will progress orderly and continuously. Invoices are due upon receipt regardless of whether the Client has been, or is to be, reimbursed by any other party. In the event Client disputes any invoice item, Client shall give OWN written notice of such disputed item within five (5) days after receipt of such invoice and shall pay to OWN the undisputed portion of the invoice according to the General Conditions hereof. A service charge of 1.5% per month is assessed on accounts 45 days past due.

SCHEDULE FOR SERVICES

Unless otherwise agreed, OWN would expect to begin performing its services under this Agreement promptly upon Client signature with a mutually agreed schedule thereafter, exclusive of delays beyond OWN's control.

TERMS AND CONDITIONS



- 1. General Conditions are provided for Client review and approval and are made part of this Agreement. OWN's fee schedule is subject to annual calendar year adjustments.
- 2. Due to the very limited benefit OWN will derive from this Project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT THE TOTAL LIABILITY OF OWN, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON OWN'S WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT, TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR AN AGGREGATE TOTAL OF \$25,000 FOR ALL PARTIES, WHICHEVER IS THE GREATER.

The Agreement represents the entire understanding between Client and OWN with respect to the Project and may only be modified in writing signed by both parties. This proposal will be open for acceptance for a period of thirty (30) days from the date set forth above, unless changed by OWN in writing.

Thank you for the opportunity to provide professional services for this project, we look forward to working together soon. Let us know if you have any questions or need any additional information. Please sign in the space provided and return an executed original to OWN.

Sincerely,

OWN, Inc.

Thomas P. Wantins

Thomas P. Wooten, P.E.



The signer below acknowledges they have full authority to bind the Client to this Agreement. The signature indicates authorization to proceed and that the Client has reviewed and accepted this Letter of Agreement for Professional Services and General Conditions.

Client Name

Signature:		
Name:		
Title:		
Date:		
Client Representative (if different from above):		
Client Accounts Payable Information		
AP Contact Name:	AP Contact Phone Number:	
AP Email Address:	-	

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GENERAL CONDITIONS TO PROPOSED LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

1. PAYMENT TERMS: OWN will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one-and-one-half percent (1½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection costs, including OWN's reasonable attorney fees will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: OWN agrees to maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, OWN will maintain Professional Liability Insurance for OWN's negligent acts, errors, or omissions in providing Services pursuant to this Agreement. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: OWN will use that degree of care and skill ordinarily exercised under similar conditions by members of the profession currently practicing in the same or similar locality and at the same time. OWN agrees to perform the services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the services and that in effect as of the date when the services are provided. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4. RISK ALLOCATION: Due to the very limited benefit OWN will derive from this Project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT THE TOTAL LIABILITY OF OWN, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON OWN'S WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT, TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR AN AGGREGATE TOTAL OF \$25,000 FOR ALL PARTIES, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT shall furnish right-of-entry on the property for OWN employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the Project. OWN will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires OWN to restore the property to its former condition, OWN will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by OWN as instruments of service pursuant to this Agreement, shall be the sole property of OWN. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and shall not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by OWN, pursuant to this Agreement, be used at any location or for any Project not expressly provided for in this Agreement without the written permission of OWN. Any unauthorized use or modification of such documents shall be at CLIENT's sole risk

and CLIENT shall indemnify, defend and hold harmless OWN against any liability arising from or related to such unauthorized use or modification. At the request and expense of the CLIENT, OWN will provide the CLIENT with copies of documents created in the performance of the work for a period not exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by OWN, the CLIENT agrees that all such electronic files are instruments of service of OWN, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of OWN. The CLIENT further agrees to waive indemnify the OWN against any and all claims against OWN resulting in any way from any unauthorized changes to or reuse of the electronic files for any other Project by anyone other than OWN. The CLIENT and OWN agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the contract. Any changes to the electronic specifications by either the CLIENT or OWN are subject to preview and acceptance by the other party. Additional services by OWN made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by OWN and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWN, its officers, directors, employees and sub- consultants (collectively, OWN) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than OWN or from any reuse of the electronic files by CLIENT or anyone else to whom CLIENT has provided the electronic files without the prior written consent of OWN.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by OWN and OWN makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall OWN be liable for indirect or consequential damages as a result of OWN's services or the CLIENT's use or reuse of the electronic files.

8. SAFETY: Should OWN provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.



GENERAL CONDITIONS TO PROPOSED LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES



9. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: OWN shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. OWN shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the Project site, or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

10. CLIENT'S OBLIGATIONS: CLIENT shall, at its sole expense: (i) provide all information and documentation regarding CLIENT requirements, the existing site, and planned improvements necessary for the orderly progress of the services; (iii) site restoration and repair, as needed following field investigations; (iv) establish and update a Project budget, which shall include a contingency to cover additional services as may be required by changes in the design or services; and (v) timely respond to requests for information and timely review and approve all design deliverables. OWN shall be entitled to rely on all information and services provided by CLIENT.

11. ENVIRONMENTAL HAZARDS: CLIENT acknowledges that the services do not include the detection, investigation, evaluation, or abatement of environmental conditions encountered by OWN in performance of the services, including but not limited to mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. CLIENT shall indemnify, defend and hold OWN harmless from and against any and all claims relating to the actual or alleged existence or discharge of such materials.

12, LOCATION OF EXISTING MAN-MADE OBJECTS AND DIFFERING, CONCEALED OR UNKNOWN CONDITIONS: It shall be the responsibility of the CLIENT or his authorized representative to disclose the presence and accurate location of all subsurface man-made objects relative to the work being performed. Furthermore, IF OWN encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to OWN or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, OWN will, if practicable, promptly notify CLIENT before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. OWN assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in OWN's cost of, or time required for performance of any part of the Services, OWN's compensation and time for performance will be equitably increased. CLIENT AGREES to waive, indemnify, defend and save harmless OWN from all claims, suits, losses and expenses

(including but not limited reasonable attorney's fees) resulting from differing, concealed or unknown conditions.

13. SUSPENSION OF SERVICES/TERMINATION: OWN may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event OWN determines there may be a significant risk that OWN's invoices may not be paid on a timely basis OWN may suspend performance and/or retain any reports or other information until Client provides OWN with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching CLIENT unless the event(s) giving rise to the breach are remedied within that time frame.

14. FORCE MAJEURE: OWN will not be liable to CLIENT for delays in performing the services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; pandemics; epidemics; acts or omissions of governmental authorities, the project CLIENT or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of OWN.

15. INDEMNITY: OWN agrees to indemnify and hold harmless the CLIENT and its officers, directors and employees from and against losses, damages, judgments and expenses (including reasonable attorney's fees) (collectively "Losses") provided that such Losses are caused, on a comparative basis of fault, by the negligent acts, errors and omissions of OWN or their consultants in the performance of the services pursuant to this Agreement.

16. NO THIRD-PARTY BENEFICIARIES: This Agreement is solely for the benefit of OWN and CLIENT. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of OWN or CLIENT in favor of such third parties. Further, OWN assumes no obligations or duties other than the obligations to CLIENT specifically set forth in this Agreement. OWN shall not be responsible for CLIENT obligations under any separate agreement with any thirdparty.

17. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.

18. CERTIFICATIONS/CONSENTS: OWN shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in OWN having to certify the existence of conditions whose existence OWN cannot ascertain. Any certificate will state that it is based on the best of the OWN's knowledge, information and belief.



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	CIVIL ENGINEERING	STRUCTURAL ENGINEERING	LAND SURVEYING	FIELD SERVICES	
1		officerofixe enomeening	EALLS SOLVEING	THEED SERVICES	

Project Proposal for

Downtown Square Parking Bid Documents

for

City of Fayette, Mo

Mayor Greg Stidham Fayette City Hall 117 S. Main St Fayette, MO 65248 greg_stidham@us.crawco.com

Proposal # PC010-25-1022

Prepared by OWN, Inc., 4240 Philips Farm Road, Suite 101, Columbia, MO 65201

OWN[™]

Engineering Beyond.

OWN, Inc. is an employee-owned engineering firm. Our core offerings include Civil Engineering, Structural Engineering, Land Surveying, and Field Services. Our talented team helps shape the built environment across the country from our offices in Missouri, Kansas, Arkansas, and Florida. No matter the project or scope, our clients enjoy problem solving and service that goes beyond the expected.



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CIVIL ENGINEERING

- DEVELOPMENT SERVICES
- SITE DESIGN
- CONCEPTUAL DESIGN
- DUE DILIGENCE
- PERMITTING
- COMMUNITY ENGAGEMENT
- FUNDING ASSISTANCE
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- STRUCTURAL ENGINEERING
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FIELD

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 - GEOGRAPHIC INFO SYSTEMS (GIS)



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May 21, 2025

Mayor Greg Stidham Fayette City Hall 117 S. Main St Fayette, MO 65248 greg_stidham@us.crawco.com

Re: OWN Proposal # PCO10-25-1022 Downtown Square Parking Bid Documents

OWN, Inc. appreciates the opportunity to provide the City of Fayette ("Client") with a letter of agreement for professional services for preparation of bidding documents for parking improvements at and around the downtown square. We understand the project will be based on a parking layout previously prepared by OWN as part of the downtown parking study, with a few minor revisions. As discussed at our meeting on May 20, we will also look at establishing a curb along the west side of the courthouse, along with determining the best option for permanent deletion of all existing parking stripes.

Please find our proposed Scope of Services for this project outlined below.

OWN, Inc. (hereafter referred to as "OWN") agrees to provide its services in accordance with the applicable standards of care for projects of similar geographic location, quality and scope as defined in the included General Conditions. Services shall be completed pursuant to the terms of this Letter of Agreement and incorporated General Conditions (hereinafter referred to as the "Agreement").

SCOPE OF SERVICES

The Scope of Services outlined below is prepared based on preliminary review of the site locations and discussions with the Client during our recent site visit.

CIVIL ENGINEERING \$3,700.00

Preparation of Construction Documents for the proposed work:

- 1. Construction Drawings: We will refine the current displays that have been submitted and reviewed as part of the parking study to create drawings sufficient for bidding and construction. We will incorporate the minor revisions discussed at our May 20 meeting, to include changing the angled/head-in parking on the west side of Church Street to parallel, adding parallel parking along the north side of Morrison Street just west of Church Street, adding a curb along the west side of the courthouse, and establishing details for stamped concrete crosswalk details to match those currently under design with your other engineer. We will also determine the most effective and economical way to permanently delete the current parking stripes. At our meeting we discussed milling and overlaying the entire area, along with a potential deductive alternate to provide some flexibility.
- 2. CONSTRUCTION DETAILS: Provide general construction details as appropriate for the intended work.
- 3. PROJECT MANUAL: Project Manual will include Bidding/Contracting Documents derived from EJCDC standards/Division 1/Front-End Documents along with technical specifications as needed for the various items of work.

- 4. PROGRESS DOCUMENTS: We will submit progress documents at the 40-50% completion stage for review and comment.
- 5. SITE VISITS/MEETINGS: Scope includes 1 site visit by OWN staff during design to collect existing data, and 1 on-site review meeting at the 80-90% completion stage.

BID AND CONSTRUCTION SERVICES

- 1. BID PHASE OWN will provide the following services during bidding:
 - Coordination of Project public advertisement (advertisement/planroom fees will be billed as a reimbursable expense)
 - Answer bidder questions
 - Prepare Addenda as needed.
- 2. CONSTRUCTION PHASE OWN will provide the following services during construction:
 - Attendance at the pre-construction meeting
 - Review contractor submittals
 - Review and respond to RFI's
 - 2 site visits during construction to check Contractor's progress and assist in resolving conflicts/issues etc.
 - Pre-final on-site inspection and punch list preparation

TOTAL FEE FOR THE ABOVE SERVICES \$5,650.00

Reimbursable Expenses

Reimbursable expenses are typically paid upfront by OWN unless otherwise specified by the Client. Please note that the Client shall be responsible for all reimbursable expenses incurred during the project, including a 15% markup on up-front reimbursable expenses if required to be paid by OWN. Typical reimbursable expenses may include travel, mileage, printing, delivery or courier services. The Client is responsible for city submittal fees, city review fees, state submittal fees, state review fees, permit fees, etc.

Assumptions

OWN has made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows.

- OWN assumes that all rights-of-way, easements, property ownership issues, and private utilities affecting the project will be provided by Client to OWN, or by other supplemental means as necessary. OWN cannot be held liable for any mis-marked or unmarked utilities, which may result in plan revisions, project delays, change orders, and/or additional services.
- Civil design does not include renovations and grading for existing buildings, sidewalks and utility services, outside of that described in the scope above.
- Construction documents will be prepared based on direction from the Client and Owner, and the final site plan will be determined prior to the preparation of documents. Any significant changes or modifications will be considered additional services.
- Any existing easements, covenants, restrictions or encumbrances that affect the subject property shall be provided to OWN by the Client if such encumbrances impact or restrict the proposed design.
- OWN does not anticipate any site retaining walls on this project. If required, retaining wall structural design and global stability will be by others or an additional service.



\$1,950.00



- Stormwater Detention and Water Quality Design It is assumed at this time that Detention/Water Quality
 will not be required.
- OWN does not anticipate submittal to or review by any regulatory agency. Any required reviews outside of Owner or Client will impact schedule and may result in the need for additional services and fees.

Additional Service Items

Should Client request work not specifically described and included in this Agreement, such as additional services, OWN shall provide the Client with a written scope and fee for these services. OWN shall not commence work on additional services without Client's prior approval in writing or as otherwise authorized.

The following services, in addition to any items not specifically listed in our scope of services, can potentially be provided by OWN but are not included herein:

- Third-party utility location services
- Coordination meetings with City/other agencies
- Stormwater Report or Memo
- SWPPP Preparation and Inspections
- Fire Flow calculations
- Construction Staking
- Construction Observation/Inspection
- Traffic Study or Impact Analysis

- Phase 1 Environmental Site Assessment Report
- Geotechnical Report
- Drilling
- Materials Testing
- Structural Engineering or design for Retaining Walls
- Landscape Plans
- Stormwater Detention and Water Quality Design

COMPENSATION

Compensation for OWN's services shall be a Lump Sum fixed fee of **\$5,650.00**. Additional services as needed may be provided as a negotiated lump sum fee, or on a time and expense basis at the rates in the attached fee schedule. The OWN, Inc. Fee Schedule is subject to adjustment on an annual basis from the date of this agreement. Any reimbursable expenses are in addition to the amounts shown herein.

These financial arrangements are proposed with the assumption that Project invoices will be paid promptly and the Project will progress orderly and continuously. Invoices are due upon receipt regardless of whether the Client has been, or is to be, reimbursed by any other party. In the event Client disputes any invoice item, Client shall give OWN written notice of such disputed item within five (5) days after receipt of such invoice and shall pay to OWN the undisputed portion of the invoice according to the General Conditions hereof. A service charge of 1.5% per month is assessed on accounts 45 days past due.

SCHEDULE FOR SERVICES

Unless otherwise agreed, OWN would expect to begin performing its services under this Agreement promptly upon Client signature with a mutually agreed schedule thereafter, exclusive of delays beyond OWN's control.

TERMS AND CONDITIONS



- 1. General Conditions are provided for Client review and approval and are made part of this Agreement. OWN's fee schedule is subject to annual calendar year adjustments.
- 2. Due to the very limited benefit OWN will derive from this Project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT THE TOTAL LIABILITY OF OWN, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON OWN'S WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT, TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR AN AGGREGATE TOTAL OF \$25,000 FOR ALL PARTIES, WHICHEVER IS THE GREATER.

The Agreement represents the entire understanding between Client and OWN with respect to the Project and may only be modified in writing signed by both parties. This proposal will be open for acceptance for a period of thirty (30) days from the date set forth above, unless changed by OWN in writing.

Thank you for the opportunity to provide professional services for this project, we look forward to working together soon. Let us know if you have any questions or need any additional information. Please sign in the space provided and return an executed original to OWN.

Sincerely,

OWN, Inc.

Thomas P. Wonter

Thomas P. Wooten, P.E. Senior Civil Engineer



The signer below acknowledges they have full authority to bind the Client to this Agreement. The signature indicates authorization to proceed and that the Client has reviewed and accepted this Letter of Agreement for Professional Services and General Conditions.

Client Name

Signature:	
Name:	
Title:	
Date:	
Client Representative (if different from above):	
Client Accounts Payable Information	
AP Contact Name:	AP Contact Phone Number:
AP Email Address:	

GENERAL CONDITIONS TO PROPOSED LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES



1. PAYMENT TERMS: OWN will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one-and-one-half percent (1½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection costs, including OWN's reasonable attorney fees will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: OWN agrees to maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, OWN will maintain Professional Liability Insurance for OWN's negligent acts, errors, or omissions in providing Services pursuant to this Agreement. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: OWN will use that degree of care and skill ordinarily exercised under similar conditions by members of the profession currently practicing in the same or similar locality and at the same time. OWN agrees to perform the services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the services and that in effect as of the date when the services are provided. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4. RISK ALLOCATION: Due to the very limited benefit OWN will derive from this Project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT THE TOTAL LIABILITY OF OWN, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON OWN'S WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT, TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR AN AGGREGATE TOTAL OF \$25,000 FOR ALL PARTIES, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT shall furnish right-of-entry on the property for OWN employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the Project. OWN will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires OWN to restore the property to its former condition, OWN will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by OWN as instruments of service pursuant to this Agreement, shall be the sole property of OWN. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and shall not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by OWN, pursuant to this Agreement, be used at any location or for any Project not expressly provided for in this Agreement without the written permission of OWN. <u>Any unauthorized</u> use or modification of such documents shall be at CLIENT'S sole risk

and CLIENT shall indemnify, defend and hold harmless OWN against any liability arising from or related to such unauthorized use or modification. At the request and expense of the CLIENT, OWN will provide the CLIENT with copies of documents created in the performance of the work for a period not exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by OWN, the CLIENT agrees that all such electronic files are instruments of service of OWN, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of OWN. The CLIENT further agrees to waive indemnify the OWN against any and all claims against OWN resulting in any way from any unauthorized changes to or reuse of the electronic files for any other Project by anyone other than OWN. The CLIENT and OWN agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the contract. Any changes to the electronic specifications by either the CLIENT or OWN are subject to preview and acceptance by the other party. Additional services by OWN made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by OWN and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWN, its officers, directors, employees and sub- consultants (collectively, OWN) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than OWN or from any reuse of the electronic files by <u>CLIENT or anyone else to whom</u> <u>CLIENT has provided the electronic</u> files without the prior written consent of OWN.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by OWN and OWN makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall OWN be liable for indirect or consequential damages as a result of OWN's services or the CLIENT's use or reuse of the electronic files.

8. SAFETY: Should OWN provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

GENERAL CONDITIONS TO PROPOSED LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES



9. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: OWN shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. OWN shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the Project site, or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

10. CLIENT'S OBLIGATIONS: CLIENT shall, at its sole expense: (i) provide all information and documentation regarding CLIENT requirements, the existing site, and planned improvements necessary for the orderly progress of the services; (iii) site restoration and repair, as needed following field investigations; (iv) establish and update a Project budget, which shall include a contingency to cover additional services amy be required by changes in the design or services; and (v) timely respond to requests for information and timely review and approve all design deliverables. OWN shall be entitled to rely on all information and services provided by CLIENT.

11. ENVIRONMENTAL HAZARDS: CLIENT acknowledges that the services do not include the detection, investigation, evaluation, or abatement of environmental conditions encountered by OWN in performance of the services, including but not limited to mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. CLIENT shall indemnify, defend and hold OWN harmless from and against any and all claims relating to the actual or alleged existence or discharge of such materials.

12. LOCATION OF EXISTING MAN-MADE OBJECTS AND DIFFERING, CONCEALED OR UNKNOWN CONDITIONS: It shall be the responsibility of the CLIENT or his authorized representative to disclose the presence and accurate location of all subsurface man-made objects relative to the work being performed. Furthermore, IF OWN encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to OWN or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, OWN will, if practicable, promptly notify CLIENT before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. OWN assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in OWN's cost of, or time required for performance of any part of the Services, OWN's compensation and time for performance will be equitably increased. CLIENT AGREES to waive, indemnify, defend and save harmless OWN from all claims, suits, losses and expenses

(including but not limited reasonable attorney's fees) resulting from differing, concealed or unknown conditions.

13. SUSPENSION OF SERVICES/TERMINATION: OWN may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event OWN determines there may be a significant risk that OWN's invoices may not be paid on a timely basis OWN may suspend performance and/or retain any reports or other information until Client provides OWN with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching CLIENT unless the event(s) giving rise to the breach are remedied within that time frame.

14. FORCE MAJEURE: OWN will not be liable to CLIENT for delays in performing the services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; pandemics; epidemics; acts or omissions of governmental authorities, the project CLIENT or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of OWN.

15. INDEMNITY: OWN agrees to indemnify and hold harmless the CLIENT and its officers, directors and employees from and against losses, damages, judgments and expenses (including reasonable attorney's fees) (collectively "Losses") provided that such Losses are caused, on a comparative basis of fault, by the negligent acts, errors and omissions of OWN or their consultants in the performance of the services pursuant to this Agreement.

16. NO THIRD-PARTY BENEFICIARIES: This Agreement is solely for the benefit of OWN and CLIENT. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of OWN or CLIENT in favor of such third parties. Further, OWN assumes no obligations or duties other than the obligations to CLIENT specifically set forth in this Agreement. OWN shall not be responsible for CLIENT obligations under any separate agreement with any thirdparty.

17. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.

18. CERTIFICATIONS/CONSENTS: OWN shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in OWN having to certify the existence of conditions whose existence OWN cannot ascertain. Any certificate will state that it is based on the best of the OWN's knowledge, information and belief.



OWN, Inc. Fce Schedule

Engineering beyond.[™]

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY-FIVE DAYS ARE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, SITE SAFETY, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS.

OWN, INC., BY ____

_EFFECTIVE: 01/01/2025 THRU 12/31/2025

PERSONNEL (HOURLY RATES):

SENIOR PROJECT MANAGER	\$247 - \$260	SENIOF
PROJECT MANAGER	\$225 - \$235	ENVIRC
SENIOR PROJECT ENGINEER	\$234 - \$251	DRILLIN
PROJECT ENGINEER	\$177 - \$213	PROJEC
SENIOR CIVIL ENGINEER	\$202 - \$246	CMT TE
CIVIL ENGINEER	\$126 - \$184	CMT SF
SENIOR CIVIL DESIGNER	\$185 - \$203	PROJEC
CIVIL DESIGNER	\$103 - \$168	ASSOC
SENIOR CIVIL CAD TECHNICIAN	\$167 - \$184	SENIOR
CIVIL CAD TECHNICIAN	\$93 - \$152	SURVE
CIVIL TECHNICIAN	\$103 - \$141	SURVE
SENIOR STRUCTURAL ENGINEER	\$198 - \$243	SURVE
STRUCTURAL ENGINEER	\$141 - \$185	ONE PE
SENIOR BRIDGE ENGINEER	\$198 - \$243	TWO P
BRIDGE ENGINEER	\$141 - \$185	THREE
SENIOR STRUCTURAL DESIGNER	\$179 - \$197	FOUR P
STRUCTURAL DESIGNER	\$121 - \$163	SENIOR
STRUCTURAL TECHNICIAN	\$108 - \$156	GIS TEC
BRIDGE TECHNICIAN	\$108 - \$156	OFFICE
SENIOR GEOTECHNICAL ENGINEER	\$194 - \$240	DEPAR
GEOTECHNICAL ENGINEER	\$141 - \$174	CLIENT
SENIOR PROJECT GEOLOGIST	\$172 - \$193	SENIOF
PROJECT GEOLOGIST	\$136 - \$159	PROJEC
INTERN	\$92 - \$111	ASSIST

Jerrod Hogon, PLS, C.E.O.

BASIC CHARGES

\$174 - \$195 R ENVIRONMENTAL SPECIALIST ONMENTAL SPECIALIST \$138 - \$162 ING TECHNICIAN \$68 - \$114 \$101 - \$183 CT INSPECTOR \$68 - \$107 ECHNICIAN I - V \$118 - \$152 SPECIALIST I - III \$174 - \$195 CT SURVEYOR \$114 - \$147 CIATE SURVEYOR R SURVEY CAD TECHNICIAN \$135 - \$152 \$93 - \$119 EY CAD TECHNICIAN \$103 - \$149 EY CREW CHIEF \$78 - \$127 EY TECHNICIAN \$165 - \$186 ERSON SURVEY CREW \$210 - \$228 PERSON SURVEY CREW E PERSON SURVEY CREW \$278 - \$292 PERSON SURVEY CREW \$347 - \$368 \$172 - \$193 R GIS TECHNICIAN \$119 - \$152 CHNICIAN \$261 - \$276 FIFADER \$209 - \$262 RTMENT MANAGER \$172 - \$180 T MANAGER \$150 - \$172 R PROJECT COORDINATOR \$86 - \$133 CT COORDINATOR \$135 - \$147 TANT CLIENT MANAGER

EXPENSES & EQUIPMENT CHARGES: VEHICLE (3/4 TON OR LESS) \$0.97 /MILE GPS \$400 /DAY VEHICLE (SUBURBAN & 1 TON) \$1.05 /MILE ROBOTIC TOTAL STATION \$400 /DAY \$600 /DAY WATER TRUCK PER DAY + \$107 /DAY DRONE MOBILIZATION WATER TRUCK PER MILE \$1.02 /MILE COPIES \$0.21 EACH LIDAR SCANNER MOBILIZATION \$860 /DAY PRINTING PLANS \$0.75 /SF + TECH TIME MOBILE LIDAR MOBILIZATION \$5,000 MINIMUM \$1,070 /DAY MYLAR PRINTS \$1.61 /SF + TECH TIME DOWN HILL CAMERA \$114 /UNIT

REIMBURSABLES

COST PLUS 15% - TRAVEL EXPENSES (INCLUDING MEAL & LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAY, SUNDAY, AND HOLIDAY WORK OR OUTSIDE OF NORMAL HOURS 7:00AM-5:00PM) 1.5 TIMES THE HOURLY RATE.

HOURLY RATES:				
APPLY TO MEETINGS AND TRAVEL TIME				

DEPOSITION OR COURT TESTIMONY: 1.5 TIMES THE HOURLY RATE

MININUM CHARGE:

2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CYLINDER AND SAMPLE PICK UP.



HAZARDOUS OPERATION CHARGE:

FOR LEVEL C: 1.5 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGES

FIELD TESTING AND INSPECTION CHARGES:						
FIELD DENSITY (COMPACTION TEST)		BASIC CHARGES +	\$17.50 /EACH			
CONE PENETROMETER		BASIC CHARGES +	\$22.50 /EACH			
FLOOR FLATNESS EQUIPMENT		BASIC CHARGES +	\$367.00 /EACH			
DYNAMIC CONE PENETROMETER		BASIC CHARGES +	\$36.50 /EACH			
CORING EQUIPMENT CHARGES		BASIC CHARGES +	\$146.50 /DAY			
MAGNESIUM STRAIGHT EDGE		BASIC CHARGES +	\$64.50 /DAY			
ROLLING STRAIGHT EDGE		BASIC CHARGES +	\$292.50 /DAY			

LABORATORY TEST CHARGES:

		LOT CHARGES.	
AGGREGATES (ASTM)	UNIT CHARGE	SOIL TESTS (ASTM)	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	\$197.50	ATTERBERG LIMITS (D4318)	\$89.50
L.A. ABRASION, LARGE AGG. (C535)	\$241.00	ATTERBERG LIMITS - CH (D4318)	\$130.50
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	\$332,50	SWELL TEST, 1/16 TSF (D4546)	\$241.00
SULFATE SOUNDNESS TEST (C88): 10-CYCLE	\$463.00	SWELL PRESSURE (D4546)	\$455.50
SULFATE SOUNDNESS TEST (C88): 20-CYCLE	\$655.00	SHRINKAGE LIMIT (D4643)	\$89.50
SIEVE ANALYSIS, DRY AGG. (C136)	\$81.00	MOISTURE CONTENT (2216)	\$10.00
SIEVE ANALYSIS (C117)	\$99.00	SIEVE + HYDROMETER	\$223.00
SIEVE ANALYSIS (C117, C136)	\$122.50	HYDROMETER ONLY (D422)	\$122.50
SPECIFIC GRAVITY, FINE AGG. (C128)	\$89.50	USCS CLASSIFICATION	\$41.50
SPECIFIC GRAVITY, COARSE AGG. (C127)	\$89.50	PERCENT PASSING #200	\$66.50
LIGHTWEIGHT PIECES IN AGG. (C123)	\$139.00	SPECIFIC GRAVITY (D845)	\$114.00
ORGANIC IMPURITIES (C40)	\$81.00	UNCONFINED COMPRESSION	\$79.00
FLAT & ELONGATED PIECES (D4791)	\$122.50	UNCONFINED/TRIAXIAL, REMOLDED	\$122.50
DELETERIOUS MATLS (MODOT TM71)	\$107.00	TRIAXIAL TEST, PP, CU w/PP /POINT	\$624.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	\$132.00	ORGANIC MATTER (D2974-C)	\$81.00
DRY RODDED UNIT WEIGHT (C29)	\$57.00	PENETROMETER	\$7.50
		SAMPLE PREP, PER HOUR	\$79.00
MASONRY TESTS (ASTM)		SHELBY TUBE DENSITY	\$50.00
COMPRESSIVE STRENGTH 4" BLOCK	\$40.00	RESISTIVITY, 1 POINT	\$96.00
COMPRESSIVE STRENGTH 6" BLOCK	\$50.00	RESISTIVITY, MINIMUM	\$110.00
COMPRESSIVE STRENGTH 8" BLOCK	\$68.50	Ph TEST	\$81.00
COMPRESSIVE STRENGTH 12" BLOCK	\$114.00	CONSOLIDATION TEST, TO 8 TSF	\$629.00
COMPRESSIVE STRENGTH MORT/GR CUBE	\$18.50	CONSOLIDATION TEST, >8 TSF 1 POINT	\$81.00
GROUT PRISM	\$18.50	CALIFORNIA BEARING RATIO, LAB, /PNT	\$187.00
MORTAR CYLINDER (2" X 4")	\$18.50	PERMEABILITY, FALLING HEAD 4" MOLD	\$593.50
ABSORPTION, MASONRY BLOCK	\$66.50	PERMEABILITY, FLEXIBLE WALL	\$686.50
LINEAR SHRINKAGE (SET OF 3)	\$496.50	PERMEABILITY CONSTANT HEAD	\$593.50
	,	PERMEABILITY, FALLING HEAD UNDISTURBE	
			\$717.50
BITUMINOUS TESTING		LABORATORY COMPACTION TESTS	
ASPHALT CONTENT	\$148.50	MOISTURE DENSITY RELATIONSHIP	
ASPHALT CONTENT & AGG. GRADATION	\$248.00	STD. PROCTOR (D698), MTH. A & B	\$237.50
SIEVE ANALYSIS EXTRACTION	\$122.50	STD. PROCTOR (D698), MTH. C	\$280.50
MARSHALL TEST, FIELD - 3 PUCKS	\$122.50	STD. PROCTOR (D698), 1 POINT	\$83.00
MARSHALL TEST, LAB - 3 PUCKS	\$181.50	MOD. PROCTOR (D1557), MTH. A & B	\$290.50
RETAINED STABILITY	\$280.50	MOD. PROCTOR (D1557), MTH. C	\$392.00
ASPHALT CORE DENSITY, EACH	\$40.00	MOD. PROCTOR (D1557), 1 POINT	\$92.00
THEORETICAL MAX. DENSITY	\$197.50	RELATIVE DENSITY	\$594.50
CONCRETE/ROCK CORE		CONCRETE TESTING	
CORE TRIM & TEST	\$65.75	6" X 12" CYLINDER, TESTED AND MOLD	\$22.00
THICKNESS (AASHTO T148/ASTM C174)	\$37.25	4" X 8" CYLINDER, TESTED AND MOLD	\$16.00
		SAW CONCRETE CYLINDER	\$37.00
		BEAM FLEXURAL STRENGTH	\$52.00
		CONCRETE BEAM, NOT TESTEED	\$29.50
		SAMPLE PREP, CLIENT MADE (5 CYLS.)	\$42.50



DRILLING SERVICES CHARGES:

ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL	BASIC CHARGES
MILEAGE - CME 75 RIGS (\$100 MINIMUM)	\$3.00 /MILE
MILEAGE - CME 550 RIGS (\$150 MINIMUM)	\$3.00 /MILE
CME 55 DRILL RIG AND TWO MAN CREW	\$278.50 /HOUR
CME 75 DRILL RIG AND TWO MAN CREW	\$325.50 /HOUR
CME 550 DRILL RIG AND TWO MAN CREW	\$325.50 /HOUR
CORE BIT CHARGE	\$9.25 /FOOT
ROCK CORE SET UP	\$114.50 /BORING
DECONTAMINATION EQUIPMENT	\$221.00 /DAY
GROUT MACHINE	\$368.50 /DAY
PLUG & BACKFILL BORINGS (UP TO 20 FT. DEPTH)	\$17.00 /EACH
ALL-TERRAIN DRILL RIG RENTAL SURCHARGE	\$472.50 /DAY
CME 75 EQUIPMENT RENTAL SURCHARGE	\$315.00 /DAY
WATER TRUCK TANK & EQUIPMENT SURCHARGE	\$119.00 /DAY
RESISTIVITY, FIELD TESETING, EQUIPMENT	\$382.50 /DAY
MINIMUM DRILLING CHARGE	\$1,732.00 /DAY

DRILLING ITEM:	DEPTH:				
	<u>0' TO 20'</u>	20' TO 40'	40' TO 60'	60' TO 100'	100' TO 150'
SOIL OVERBURDEN, 4 IN. AUGER	\$12.15	\$13.60	\$15.00	\$16.85	175
SOIL OVERBURDEN, 6 IN. HS AUGER	\$14.65	\$16.85	\$18.20	\$20.35	1.20
SOIL OVERBURDEN, 8 IN. HS AUGER	\$14.65	\$18.20	\$22.15	\$25.85	17
SOIL OVERBURDEN, 10 IN. HS AUGER	\$16.85	\$25.85	9 7 (-
SOIL OVERBURDEN, 12 IN. HS AUGER	\$20.35	\$25.85	.=.	÷.	
ROCK PENETRATION	\$45.40	\$50.75	\$54.05	\$62.90	\$92.65
NQ CORING	\$59.05	\$62.90	\$70.90	\$81.60	
STANDARD PENETRATION TEST	\$33.55	\$41.80	\$51.20	\$59.05	
3IN. SHELBY TUBES	\$41.80	\$51.20	\$59.05	\$67.95	•

NOTE: A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING AUGERS OR BREAKING CORE BARRELS.



Engineering beyond.``