

**--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE**

September 2, 2025

5:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

OLD BUSINESS

- **Consideration and approval of minutes from the previous meeting.**

CITIZENS PARTICIPATION

NEW BUSINESS

- **Discuss Contractor for TAP Project HH & Chapel Rd. Sidewalk**
- **Discuss Water Delineation Studies, Wetland pricing Information, for The Economic Development Park**
- **Possibility of a price increase on 24X36" copies made in our office.**

OTHER BUSINESS

STAFF REPORTS

- **Josiah Bayless**
- **Traci Cox**

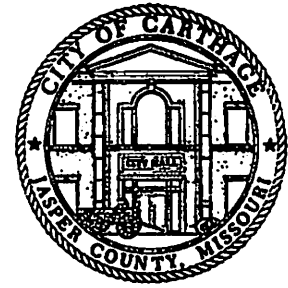
ADJOURNMENT

**PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL
417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI)
AT LEAST 24 HOURS PRIOR TO THE MEETING.**

POSTED: 08/29/2025

BY: Rachel Sutherland

PUBLIC WORKS COMMITTEE



Public Works Department 623 E 7th Carthage MO 64836
Tele: (417) 237-7010 Fax: (417) 237-7011

"America's Maple Leaf City"

AUGUST 5, 2025, PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: Derek Peterson, Jack Perkins, David Thorn, Ron Wells

Staff Members present: Josiah Bayless, Director of Public Works, Traci Cox, City Administrator, and Rachel Sutherland, Public Works Administrative Assistant.

Citizens Present: Bren Flanigan, Beth King, and Sally Stuart.

Chairman Derek Peterson called the Public Works Committee meeting to order at 5:30 p.m.

Ron Wells made a motion to accept the minutes of the June 3, 2025, Committee meeting. All ayes, motion passed.

New Business:

1. Josiah discussed the HH & Chapel Rd. Sidewalk project. The City has accepted the bid from Elite to do this project, but we have received a letter from MoDot explaining that Elite is non-concurrence, so they are not an approved contractor. The same situation applies to the next company in line, which is ATS Contractors. The third company, Hessling, has been approved and agreed to lower their bid to match what ATS had submitted. After some discussion, The Committee decided to table this decision until more information is available. Ron Wells made a motion to table this decision and add to the September 2nd meeting, all ayes, motion carried.
2. Josiah explained the request for re-allocation of funds from a new shed for The Street Dept. for the purchase of a tractor from the Carthage Special Roads Dist. The current side arm tractor/mower is on its last leg, and this is a vital piece of equipment for mowing hilly areas to ensure the safety of employees. The cost of the tractor would be \$25,000.00, a quote Josiah got 2 years ago on a new tractor was \$143,000.00, so this would be major savings for The City. Ron Wells made a motion to forward this to The Budget Ways and Means Committee, all ayes, motion passed.

Other Business:

Staff Reports:

- Josiah reported that Sally Stuart is planning the next Dumpster Day for October 4th, to be held at the Fair Acres parking lot.
- Josiah explained that Hessling uncovered voids around the Square that were previously unknown. The discovery of one large void by the Tuxall Building, resulted in \$17,766.00 being billed to The City. The original design of the sidewalk at 301 Main St. was not properly done to meet ADA requirements and resulted in a \$6,795.00 charge. Even with these change orders it is still less than 10% of the total contract price and money was saved on the project with changes that were made to the bump outs.
- Josiah has been looking into ordering Grates to cover some of the open trenches at a cost of over \$12,400, the Street Dept. can do the installation to save money. Traci would like to have this done before Maple Leaf.
- Sprouls Construction is requesting an extension on the Airport Rd & Hazel St. project and Josiah is going to talk to Doug Sprouls about speeding up the process. The project has been delayed due to utilities that were not located on maps, and Spire is in the process of relocating the gas line.
- The E. Chestnut Box Culvert project has begun.

- We are currently looking to fill the position of Street Dept. Superintendent and the will be left open for a couple of weeks.
- One position of Maintenance Tech for the Street Dept. has been filled.
- FEMA has sent a letter regarding the flood plain map; some areas of town will be altered, which could affect flood insurance for some property owners. This is based on the 100-year flood.
- Traci reported that she is closing out the Financials for FYI 2025
- Derek requested that discussion of bridges be put on the September 2nd PWC Agenda.

David Thorn made a motion to adjourn the meeting at 6:29 p.m. All Ayes, motion carried.

Company Name	Location	Total Price	Notes
Cattails Environmental	Bentonville	7061.5	Price is not to exceed. Three hours of coordination with Army Corps, \$95/hour after that
Environmental Works	Springfield	6500	
Olsson	Joplin	12000	
Terra Foundation	Blue Springs	5500	

Terra Foundation



July 15th, 2025

Ms. Traci Cox, City Administrator
City of Carthage
326 Grant Street
Carthage, MO 64836

**Re: CWA Section 401/404 Environmental Services
City of Carthage Development Parcel (246 Acres M/L)
Carthage, Jasper County, Missouri**

Dear Ms. Cox:

We have prepared costs for specific environmental services associated with delineation requirements of the U.S. Army Corps of Engineers (USACE) for the site referenced above (exhibit attached). Task completion involves regulations from Section 401/404 of the Clean Water Act. We have reviewed the subject site for potential jurisdictional waters under the Clean Water Act and confirm the presence of potentially jurisdictional streams, ponds, and possible wetlands at the subject site. An exhibit showing the approximate boundaries of the parcel to be assessed is attached. Federal rules require that all potential surface waters require field delineation to determine jurisdiction or exemption as “waters of the United States” (WOTUS).

The USACE formally establishes jurisdiction over WOTUS through the issuance of a Jurisdictional Determination (JD). The JD can be requested as a **preliminary JD**, utilizing minimal archival data, or as an **approved JD** utilizing site specific scientific data. In a preliminary JD, almost all potential waters are considered jurisdictional, the results can be interim, and the USACE can request additional information at a later date. Formal Jurisdictional Determinations are valid for a period of five years. Jurisdictional Assessments require stream and wetland delineation. On August 29, 2023, the U.S. Environmental Protection Agency (EPA) and U.S. Army Corps of Engineers (USACE) announced a final rule amending the 2023 definition of “waters of the United States.” The amendments to the January 2023 rule are intended to align with the U.S. Supreme Court’s May 25, 2023, decision in the case of *Sackett v. Environmental Protection Agency*. The decision in *Sackett* made clear that certain aspects of the 2023 rule are invalid. Therefore, the agencies amended several components of the regulatory text to align it with the Supreme Court decision. The primary revisions to the rule that will generally guide future jurisdictional determinations are as follows:

1. Removed the significant nexus standard from the January 2023 rule.

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- a. This revision is important as ephemeral tributaries, those that only flow following rainfall events, were only considered jurisdictional due to their “significant nexus” to downstream traditionally navigable waters like the Missouri River.
 - b. Removes adjacent wetlands from jurisdiction. In past jurisdictional determinations, the majority of wetlands were only considered jurisdictional or adjacent due to their “significant nexus” to downstream traditionally navigable waters.
2. Limits jurisdiction to tributaries that are relatively permanent, standing or continuously flowing bodies of water.
 - a. The USACE has generally only considered intermittent and perennial streams to be relatively permanent or continuously flowing.
 - b. Wetlands must abut tributaries with at least relatively permanent flow.
 - c. Impoundments/ponds will only be considered jurisdictional if they abut or impound a jurisdictional tributary.

Our assessment will be based upon the above guidance, and we will request an Approved JD for any potential waters that we consider to be non-jurisdictional.

Stream determination/delineation is determined by inspection and characterization of channel characteristics, as well as by a study of the geomorphology and hydrology of a project site. Of primary importance is the presence of an ordinary high-water mark (OHWM) which results from scouring forces from a significant concentration of flowing water along channel banks. The presence of an OHWM is determined by the observation of any of the following in a clearly defined drainage: 1) a clear, natural line impressed on the bank, 2) the presence of litter and debris in a channel, 3) a change in the character of soil, 4) destruction of terrestrial vegetation, and 5) shelving. Upon observation of an OHWM, physical attributes of the stream are inspected and measured to determine the extent and frequency of stream flow. Ephemeral channels only carry storm flow for short durations after rain events and are typically void of pools after more than several days following a rain event. Intermittent streams carry storm flow for seasonal durations, are influenced by groundwater flows, and often contain pools that provide habitat to macroinvertebrates adapted to aquatic habitats. Pool formation is supported by ground water flow during non-rain periods. Perennial streams run continuously and are observed to maintain relatively consistent flows. Perennial streams are often associated with a steady ground water source and are also dependent upon upstream ephemeral and intermittent streams flows.

Wetland determination/delineation is performed according to the methods described in the USACE *Wetlands Delineation Manual* (1987). The presence of wetlands is ascertained by the presence of three criteria: 1) a predominance of hydrophytic (water-loving) vegetation, 2) hydric soils, and 3) wetland hydrology. Samples are taken at multiple observation points in representative

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areas of the project. Assessment points and jurisdictional limits as determined in the field are obtained using a Global Positioning System (GPS). After issuance of the September 1st, 2023 only wetlands that “abut” jurisdictional stream channels will likely be considered WOTUS.

Upon completion of field data collection, Terra Foundation, Inc. shall prepare a Jurisdictional Assessment Report, intended for submission to the USACE for 404 Permitting or issuing some form of Jurisdictional Determination (approved or preliminary). This reporting will be based upon current rules regarding jurisdiction.

The intent of this proposal is to obtain an approved Jurisdictional Determination from the US Army Corps of Engineers for use in determining whether Clean Water Act 404 Permitting is necessary for the proposed development. Permitting is not included within the scope of this proposal. If such is required, Terra Foundation, Inc. can provide a separate proposal for those services upon request.

SCOPE OF WORK

A qualified professional (wetland scientist) will perform necessary work to complete a Jurisdictional Assessment (JA) report complete with numerous AutoCAD exhibits, wetland data sheets, and photographic documentation for use by the USACE in issuance of an Approved Jurisdictional Determination. Once authorized to submit, this assessment shall be submitted to the USACE with a request for an Approved Jurisdictional Determination.

SCHEDULE

Terra Foundation will initiate the proposed activities upon receipt of authorization to proceed. The Jurisdictional Assessment report will be complete within 4 weeks of the notice to proceed and ready for submittal to the USACE.

COST AND CONTRACT CONDITIONS - The scope of work described in this proposal will be performed for a lump sum cost of \$5,500 (Five thousand, five hundred dollars). Specific costs are as follows;

Item	Hours	Cost/Hour	Total Cost
Jurisdictional Assessment Report			
Jurisdictional Assessment Report & submittal to the USACE for Approved Jurisdictional Determination.		L.S.	\$5,500
		TOTAL	\$5,500

Terra Foundation



Terra Foundation will proceed on this project upon receipt of an authorized signature on the attached Authorization to Proceed Form. Standard provisions of agreement for professional services are attached and included hereof. Should you have any questions or require additional information, please do not hesitate to contact me at (913) 217-5808.

Sincerely,
TERRA FOUNDATION, INC

Craig A. Gump, PWS
President

AUTHORIZATION TO PROCEED
Jurisdictional Assessment
City of Carthage Development Parcel

By signing below, _____ agrees to the terms and conditions of this proposal and hereby authorizes Terra Foundation, Inc. to commence with the services as described herein.

Standard provisions of agreement for professional services are attached.

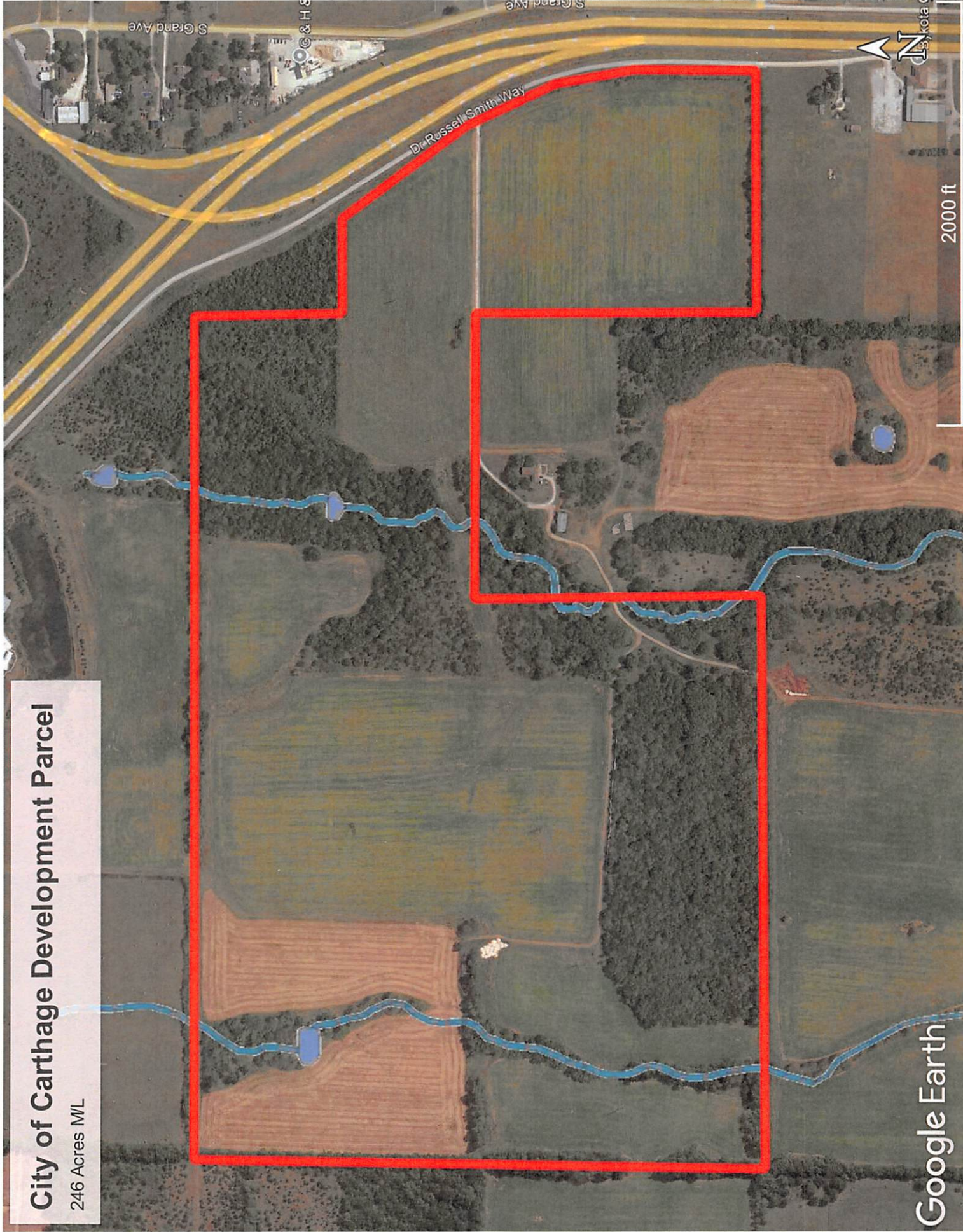
For (entity name) _____:

_____	_____
Signature	Date
_____	_____
Name of Signatory	Title of Signatory

Return by email to cgump@theterrafoundation.com

City of Carthage Development Parcel

246 Acres ML



Google Earth

2000 ft



© 2014 Google

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

The Client and Terra Foundation, Inc. (referred to as the Consultant), agree that the following provisions shall be part of their agreement.

1. The client shall designate an individual with authority to act on behalf of the Client as to all aspects of the project, shall examine and respond promptly to submissions from the Consultant, shall give prompt written notice to the Consultant if the Client becomes aware of any defect in the project, and shall otherwise fully cooperate as may be required or appropriate in the connection with the project.

2. The Client shall pay the costs of checking and inspection fees, assessment fees, soils engineering fees, soils testing fees, aerial photography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

3. All agreements on the Consultant's part are contingent upon, and deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God, and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

4. In the event that any changes are made in the work, to be performed hereunder, by the Client or persons other than the Consultant, and which affect the Consultant's work, any and all liability arising out of such changes is waived as against the Consultant and the Client assumes full responsibility for such changes unless Client has given the Consultant prior notice and has received from the Consultant written consent for such changes.

5. The Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings, not prepared by the consultant.

6. All reports, plans, specifications, computer files, tracings, survey notes, and other original documents are instruments of service and shall remain the property of the Consultant.

7. Any opinion as to anticipated construction costs prepared by the Consultant represents a judgment as a design professional and is supplied for the general guidance of the Client. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the Client.

8. After completion of this Agreement, the Consultant may be notified by federal, state, or local governing agencies regarding compliance with certain permit conditions. As such, the Client agrees to pay the Consultant the published hourly fee of one hundred five dollars per hour (\$105 / hour). At no time will the total hours of agency advisement exceed 20 hours of work without the establishment of a new agreement.

9. By separate attachment executed by both the Client and the Consultant, the Consultant may provide resident project representation under the Consultant's supervision that will be paid for by the Client as indicated in such separate agreement and that will be intended to give the Client further assurance with regard to the finished work but will not involve the Consultant in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to the Client any guarantee by the Consultant of the accuracy, quality or timeliness of performance by any contractor, subcontractor, or material supplier.

10. In the performance of its professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar conditions in similar localities. **THIS AGREEMENT IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY OF FITNESS OR AS TO A SPECIFIC RESULT.**

11. Causes of action against the Consultant pertaining to acts or failure to act shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, no later than the date of substantial completion of the project. In no event shall any statute of limitations commence to run any later

than the date when the Consultant's services are substantially completed and any cause of action against the Consultant arising from or pertaining to this agreement must be initiated no later than two (2) years after the date when the Consultant's services are substantially completed.

12. In no event shall the Consultant be liable for consequential damages, including lost profits, loss of investment or other incidental damages.

13. Unless stated otherwise in the agreement, fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. In the event Client fails to pay the Consultant within ninety (90) days after invoices are rendered, then Client agrees that the Consultant shall have the right to consider such failure as a total breach of this agreement and the duties of the Consultant under this agreement may be terminated at the election of the Consultant upon five (5) days written notice. Interest not exceeding the maximum rate allowable by law will be payable on any amounts not paid within thirty (30) days of the billing date, payment hereafter to be applied first to accrued interest and then to the principal unpaid amount.

14. Compensation payable to the Consultant pursuant to this agreement shall be in addition to taxes that may be assessed against the Consultant by any state or political subdivision directly on services performed or payments for services performed by the Consultant. Such taxes that the Consultant may be required to collect or pay shall be added by the Consultant to invoices submitted to the Client pursuant to this agreement.

15. In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned, or terminated, the Client shall pay the Consultant for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

16. This agreement may be terminated by either Client or the Consultant upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement. Client expressly agrees to hold the Consultant harmless from any liability arising out of the Consultant's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this agreement. In the event of termination of this agreement Client shall then promptly pay the Consultant for all of the fees, charges and services performed by the Consultant in accordance with the compensation arrangements under this agreement or on an agreed hourly basis. If either party files suit to enforce the Agreement, the prevailing party shall be entitled to recover its attorney fees, court costs and other related costs

17. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and severable.

18. Neither the Client nor the Consultant shall assign its interest in this agreement without the written consent of the other. Services provided within this agreement are for the exclusive use of the Client.

19. Unless otherwise provided by specific agreement, the Consultant and the Consultant's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances at the project site.

20. To the extent any damage or claim is covered by property insurance during construction, the Client and the Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Client or the Consultant, as applicable, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

21. Any claim, dispute or other matter in question arising out of or related to this agreement shall be subject to mediation as a condition precedent to the institution of arbitration or legal or equitable proceedings by either party. The mediator shall be jointly selected by the Client and the Consultant. If the parties are unable to agree, the Consultant shall present a list of three prospective mediators to the client, who shall choose the mediator. In the event of failure on the part of the Client to do so within ten days of receipt of the list, the Consultant shall choose the mediator. The mediator's fees shall be shared equally and shall be held at the offices of the Client or the Consultant as selected by the mediator.



278 GREENHOUSE ROAD | BENTONVILLE, ARKANSAS 72713 | 479-659-4380 | JODIEBURNS@CATTAILSENVIRONMENTAL.COM

I. SERVICES PROVIDED BY Cattails Environmental, LLC

Cattails Environmental proposes to perform a Waters of the U.S. determination (including wetland delineation) on the City of Carthage project located west of Dr. Russell Smith Way, Carthage, Jasper County, Missouri (approximately 247 acres; Lat 37.129917, Long -94.320633 ; S21 T28N R31W; Parcel 14502100000033000). Field data and delineation will occur per the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual and the Eastern Mountains and Piedmont Regional Supplement (V. 2) and the most recent definition of WOTUS, along with any relevant Corps of Engineers guidance conforming the WOTUS definition to the recent Supreme Court’s Sackett case ruling. Further details regarding Scope of Work and project schedule are included on page 3. Page 4 indicates project location and site boundaries.

Information provided to client includes:

- Digital PDF copy of Preliminary WOTUS/Wetland Delineation Report via email
- Digital PDF copy of Preliminary WOTUS/Wetland Delineation Report via email to Little Rock District Corps of Engineers
- Any information received from the Corps of Engineers

Hourly Contract and Expenses Not To Exceed..... **\$7,061.50**

II. PROVIDED BY THE CITY OF CARTHAGE

- Complete descriptions of project boundaries, digital files of project boundaries (.KMZ or shapefiles), or property line verification via other means.
- Relevant project information or reports.
- Authorization to be on and access to entire proposed project site to perform field investigation.

III. SERVICES NOT INCLUDED IN THIS CONTRACT

- Only three hours of coordination with the Corps of Engineers or other regulatory agencies regarding review and concurrence of preliminary WOTUS report by Corps of Engineers and potential CWA Sec. 404 permit needs. Additional coordination can be performed for an hourly rate of \$95.00, if needed, with written authorization.

 Traci Cox, City Administrator
 City of Carthage
 326 Grant Street, Carthage, MO 64836
 P: 417.237.7000, T.cox@carthagemo.gov
 Date _____

 Jodie Murray Burns, Principal
 Cattails Environmental, LLC
 278 Greenhouse Road, Bentonville, AR 72713
 P: 479.659.4380, jodieburns@cattailsenvironmental.com
 Date _____

Subject to TERMS AND CONDITIONS on second page.



TERMS AND CONDITIONS

All environmental consulting services provided by Cattails Environmental, LLC ("Company") to the client (the "Client") are subject to these general terms and conditions (the "General Terms"). These General Terms along with the specific terms provided herewith (the "Specific Terms") constitute the entire agreement (the "Agreement") between the parties with respect to the Services. Client's acceptance of the Company's Services signifies acceptance of these Terms and Conditions.

1. **Services; Payment.** The Specific Terms set forth the standard services that Company will provide to Client (the "Standard Services"). The Standard Services shall be billed at an hourly rate and shall not exceed the amount provided in the Specific Terms. If Client requests additional services ("Additional Services", together with the Standard Services the "Services"), then the Additional Services shall be billed and paid separately, without respect to any cap on amounts owed for Standard Services. All amounts owed to Company for Services shall be paid by Client within 30 days of Client's receipt of an invoice related to the Services.
2. **Schedule.** The Standard Services shall be completed within 60 days from the date this Agreement is signed and accepted by both parties, unless otherwise indicated in the Scope of Work details.
3. **Access; Cooperation.** For purposes of rendering the Services in accordance with this Agreement, Client hereby grants Company total and complete access to the property or properties with respect to which the Services relate. Client agrees to cooperate with Company in gathering and submitting information, data, and reports.
4. **Term and Termination.** The term shall begin upon execution of the Agreement and shall terminate upon Client's receipt of all approvals and permits contemplated by the Agreement. Either party may terminate this Agreement with 30 days prior written notice. At termination, Client shall immediately pay Company for all Services rendered to date and Company will release to Client all reports, studies, and tests performed. Company may retain all reports, studies, and tests until full receipt of amounts owed under this Agreement.
5. **Confidential Information; Nonuse.** Both parties agree to keep and maintain all the confidential information about the other confidential in all respects and shall not release or use such information without the other's prior written consent; *provided however*, a party may disclose confidential information (x) once the information becomes publicly known other than as a result of the acts of the party seeking to use or disclose such information, (y) to a court or government agency with jurisdiction over the matter in question about proper demand, and (z) to a governmental agency if reasonably necessary, as determined by Company, in connection with the Services provided under this Agreement.
6. **Warranties.** Company shall perform the Services in a workmanlike manner in accordance with generally accepted industry standards. The Company is providing the Services to Client and Client only and makes no representation or warranty to any affiliates of Client or third parties. The Company makes no other representations or warranties of any kind and does not guaranty performance or outcome.
7. **Limitation on Liability.** In no event shall either party be liable for any special, indirect, or incidental or consequential damages of any kind, including without limitation any damages with respect to loss of income, compensation or prospective profits, any expenditures, investments or commitments of the other party, any loss with respect to business reputation or good will, or arising from the claims of third parties (including, without limitation professional liability claims). Notwithstanding anything else contained herein to the contrary, except in the case of gross negligence or willful misconduct, Client's right to recover damages caused by the negligence or breach of Company with respect to the Services shall not exceed the amount actually paid by Client to Company.
8. **Non solicitation of Employees.** Client agrees not to solicit any employees of Company or any of its affiliates for a period of one year after the last day that the Services are provided.
9. **Delay; Excused Nonperformance.** Performance of the Services by Company may be delayed or excused when such performance is commercially impossible or impracticable as a result of war, strikes, shortages, weather events, acts of God, global pandemic, or other causes beyond its reasonable control.
10. **Indemnification/Hold Harmless.** The Client shall indemnify, defend and hold Company and its officers, managers, agents, representatives and employees ("Company Indemnity(ies)") harmless to the fullest extent permitted by law from any and all claims, damages, expenses, fines, judgments, liabilities, losses and costs, including reasonable attorneys' fees, incurred by the Company Indemnities in connection with or arising from (a) any breach by the Client of the terms of this agreement, (b) the death or injury to any individual or damage to any client property, including without limitation, loss of earnings or profits, arising from or in connection with the Services, and (c) any claims, causes of action, suits or legal proceedings brought against Company and arising primarily out of its delivery of the Services contemplated hereunder; *provided, however*, that the Client shall not be required to indemnify the Company Indemnities for any claim or cause of action resulting from the gross negligence or willful misconduct of such Company Indemnity.
11. **No Joint Venture or Partnership.** This engagement shall not be considered to create any type of joint venture, partnership, or any other legal relationship between the parties where either party shall share or be responsible for the debts or liabilities of the other party. In addition, this agreement shall not be construed as making either party an agent of the other party beyond the extent expressly provided in and limited by this agreement, or as giving the right of one party to legally bind the other in any manner so as to permit the incurrence of debts and liabilities on behalf of the other party.
12. **Modification.** No term or provision contained herein may be modified, amended or waived except by written agreement or consent signed by the party to be bound thereby.
13. **Assignment.** None of the rights, obligations and duties hereunder, may be assigned or otherwise transferred by either party without the prior written consent of the other party.
14. **Exclusive Jurisdiction; Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any controversy or claim arising out of or relating to this Agreement shall be litigated Benton County, Arkansas or the United States District Court for the Western District of Arkansas.

Proposal for WOTUS/Wetlands Delineation
by Jodie Murray Burns, Cattails Environmental
7/10/2025
Scope of Work Details
Cost estimate good for 60 days.

CITY OF CARTHAGE PROJECT, WOTUS DELINEATION/DETERMINATION, CARTHAGE, JASPER COUNTY, MISSOURI

CLIENT: Carthage Economic Development Corporation

General Project Description: Collect Field Information on Waters of the U.S. (WOTUS) features, including wetlands, on approximately 247-AC, Carthage, Missouri
Write preliminary WOTUS report and submit to the Corps of Engineers
Coordinate with Corps of Engineers (COE) for appropriate review
Additional Location Info: Lat 37.129917 Long -94.320633; S21, T28N, R31W; property bound on east by Dr. Russell Smith Way
South of West Fir Road and Mercy Hospital Carthage; East of S. Chapel Road/15A

AVAILABILITY: Field work completed within 60 days of receipt of duly signed contract. Report finished within 30 days of fieldwork completion.

TASKS	JUSTIFICATION & ASSUMPTIONS	ITEM	UNIT	RATE	COST
MOBILIZATION	Field Supplies: Ziploc Bags, Data Sheets, Printing/Copying, Misc, PPE	1	flat rate	\$45.00	\$45.00 *
	Review Project Details and Site Location	3	hours	\$95.00	\$285.00
	Assemble Field Supplies for Field Work & Data Collection				
	GIS Specialist: Acquire/Process Project Data, Create and Test AGOL Map	3	hours	\$95.00	\$285.00
FIELD WORK	Mileage, 1 RT	210	miles	\$0.80	\$168.00 *
	Wetland Scientist, Labor and Travel	24	hours	\$95.00	\$2,280.00
	Field document additional wetland sampling points (15-25) and collect additional field photos on potential WOTUS features Drain Data Forms will be used to collect supportive information for a preliminary jurisdictional determination per pre-2015 nationwide regulations conforming to the Sackett case; estimated 6-10 drain data forms collected during the site visit Field data will be mapped using sub-meter settings on a GNSS Receiver, AGOL map, and ESRI Field Maps app				
	GIS Submeter Mapping Equipment Rental Fee, daily	3	day	\$75.00	\$225.00 *
REPORT WRITING	Wetland Scientist	25	hours	\$95.00	\$2,375.00
	Write preliminary WOTUS report summarizing if there are any jurisdictional Waters of the U.S. on project site Report will include site photos, field data sheets, and environmental maps showing the approximate locations of wetlands and any other waters of the U.S., including streams, on the property. KMZ of environmental features will be shared with project engineer to assist in avoidance and minimization of impacts, if jurisdictional areas are found.				
	GIS Specialist, map creation	7	hours	\$95.00	\$665.00
COE COORDINATION	Submit PDF of report to Corps of Engineers and request a review or concurrence	3	hours	\$95.00	\$285.00
	Make follow-up calls/emails to Corps regarding project status; update client as COE review evolves				
	Mileage, 1 RT	145	miles	\$0.80	\$116.00 *
	Participate in a 1-2 hour onsite visit with the Corps (may be likely)	3.5	Site Visit	\$95.00	\$332.50

Total	\$7,061.50 NTE
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Assumptions For Planning Purposes & Contract Details:

Proposal is a Not To Exceed (NTE) estimate; if the project takes less time to complete, only the actual time will be invoiced.

No Corps of Engineers PERMIT coordination included with this proposal.

Additional coordination with the Corps beyond the proposed amount, if needed, can be provided at a rate of \$95/hour.

* Direct Costs

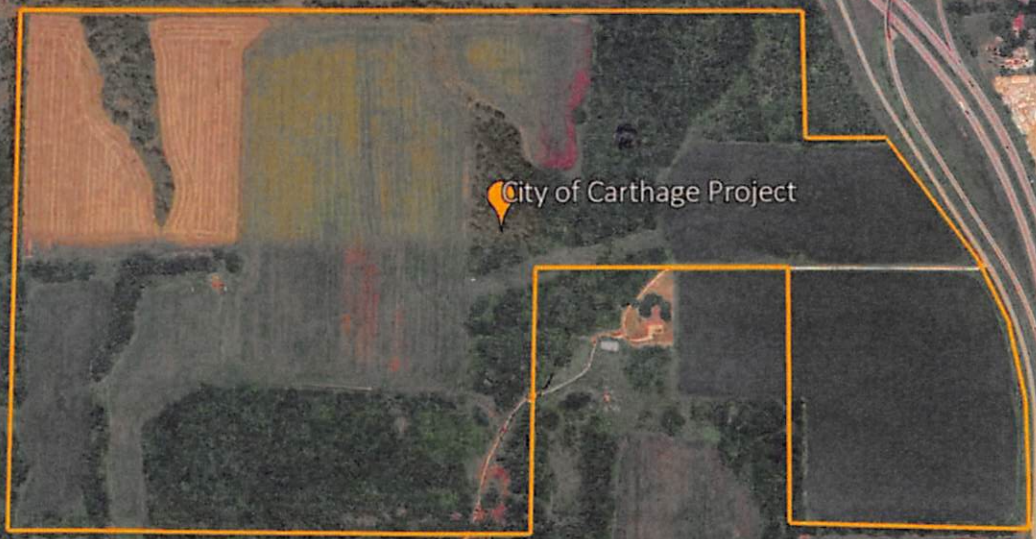
NTE - Not To Exceed

City of Carthage Project

Lat 37.129917 Long -94.320633
S21 T28N R31W
West of Dr. Russell Smith Way (abutting)
South of W. Fir Road & Mercy Hospital Carthage
East of S. Chapel Road/15A
Jasper County, Missouri

Legend

-  City of Carthage Project
-  City of Carthage Project, approx. 247 AC



Google Earth

Image © 2024 Airbus



3000 ft



Environmental Works, Inc.

July 17, 2025

Traci Cox
City of Carthage

Submitted to Jeff Meredith via email: jeff@choosecarthage.com

**RE: Wetland Survey & Permitting Assistance
248 Acres, Undeveloped Parcel, Carthage, Missouri**

Dear Ms. Cox:

Environmental Works Inc. (EWI) is pleased to offer this proposal to provide a wetland survey & permitting assistance in support of the proposed development park at the above-referenced properties (the Site). The proposed survey will focus on the two meander stream crossings and associated ponds that traverse the property running north-south on the western and central portions of the primary study area. This data will be used to prepare a wetland & stream survey report.

The project will be conducted in accordance with the attached scope of work. A report of our findings and pertinent supporting documentation will be provided. The proposed site survey can be completed within 10 business days after receipt of signed service agreement for a lump sum of **\$6,500**. Field work is expected to take 2 days. A report summarizing the findings of the site survey can be prepared & submitted to the client within 10 business days of completion of the field work. If jurisdictional wetlands are identified within the parcel, they will be delineated (surveyed with GPS and flagged in the field).

After client review of the report, if a wetland permit is required, EWI can prepare and submit the permit application, pre-construction notification, and provide permitting assistance including correspondence with the regulator & client, any meetings or site visits, etc. on a Time & Materials basis. Labor will be billed at **\$165/hour** for Senior Project Manager or **\$130/hour** for Professional Wetland Scientist, and is estimated to take 10-15 hours total.

We appreciate the opportunity to provide you with this proposal. Per email communication, if you wish to accept our proposal, please have the appropriate signatory authority complete the enclosed Environmental Services Agreement. Please do not hesitate to contact me at (417) 890-9500, should you have any questions.

Sincerely,

ENVIRONMENTAL WORKS, INC.

Bobbilynne Koepke
Principal Scientist

ENVIRONMENTAL WORKS, INC.
SCOPE OF WORK FOR WETLAND SURVEY

I. PRELIMINARY DATA GATHERING

EWI will acquire and review existing publicly available information necessary for determining the potential locations of wetlands within the project boundaries and for evaluating their soil, hydrology, vegetation, and related characteristics. Data to be collected includes but is not limited to:

- a. existing topographic maps;
- b. National Wetlands Inventory (NWI) maps;
- c. National Resource Conservation Service (NRCS) soil surveys;
- d. technical publications; and
- e. aerial photographs.

II. SITE RECONNAISSANCE

EWI will conduct onsite investigations of the Site and will evaluate wetlands and streams within the Study Area utilizing methods in accordance with the *1987 U.S. Army Corps of Engineers Wetlands Delineation Manual* and the *Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Eastern Mountains & Piedmont Region, Version 2.0* (U.S. Army Corps of Engineers [USACE], 2012). This supplement is utilized in the southern portion of Missouri rather than the Midwest Supplement due to the presence of the Ozark Mountains. Information to be collected will include:

- a. plant community composition and cover;
- b. presence or absence of wetlands hydrology and indicators; and
- c. hydric soil characteristics (redoximorphic features).

Based on the information gathered from the site reconnaissance and preliminary data gathering, the boundaries (defined as the ordinary high water mark [OHWM] of the streams will be surveyed using real-time kinetic (RTK) GPS equipment with centimeter accuracy. If any adjoining wetlands are found at the Site, they will be delineated and flagged. Safety pink flagging tape will be utilized and each flag will be numbered with a unique identifier (OP-1, OP-2, etc.). The observation points and wetland boundaries will be surveyed using a GPS system with sub-meter accuracy.

III. FINAL REPORT

A formal report will be prepared to address the following items:

- a. Findings and Conclusions of the wetland & stream survey and results;
- b. Complete description of activities completed and methodologies used;
- c. A summary of information collected from the Preliminary Data Gathering and Site Reconnaissance including identification of wetlands habitat types (classified according to the Cowardin System) delineated within the subject property, descriptions of the plant communities identified at the Site, hydrology of the area, soils, and geology of the area;
- d. A preliminary evaluation regarding whether any encountered wetlands would be regarded as "jurisdictional" under Section 404 of the Clean Water Act; and
- e. Recommendations for any future actions.

The report will include figures showing the Site location, extent of the site reconnaissance, and a map identifying the delineation observation points. The map will also include any stream or water body boundaries, and any delineated wetlands boundaries based on GPS survey. Additional supporting documentation such as soils maps, NWI maps, photographs, and copies of the survey data sheets will also be included as appendices to the report.

A digital copy of the report will be submitted to the Client via email or FTP server; a hard copy can also be delivered via US Mail at the Client's request for a fee of **\$35** per copy.

IV. USER RESPONSIBILITIES / ASSUMPTIONS

The Client will be responsible for providing the following:

- Site access and site contact information. Client will ensure that EWI can drive through the gate to reach the proposed stream crossing areas.
- Diagram showing boundary of area to be surveyed.
- Work will be completed during the growing season (mid-April to mid-October). If project delays result in work being pushed to outside this time period, a revised proposal will be needed.

VI. ADDITIONAL SERVICES

The USACE has final authority over jurisdictional wetlands and stream determinations. In the event wetlands are found at the Site and the user proposes to perform land disturbance activities on the subject property, an original copy of the Wetlands Delineation Report will need to be sent to the USACE Little Rock District Regulatory Branch (SWL), for the purpose of obtaining a Jurisdictional Determination.

ENVIRONMENTAL SERVICES AGREEMENT

Project: Wetland & Stream Survey, and Permitting Assistance

Location: Carthage, MO

Client: City of Carthage

Cost: Wetland & Stream Survey (lump sum) **\$6,500**
Permitting Assistance – **Time & Materials, per rates noted in proposal**

Schedule: Field work within 10 business days of signed authorization
Report within 10 business days of field work completion
Permitting Assistance – Upon approval of draft permit application by client

Offered By:	Accepted By Client:
<hr/> <i>ENVIRONMENTAL WORKS, INC.</i> Date: _____	Name: _____ Title: _____ Organization: _____ Date: _____

Work under this contract will be performed in accordance with EWI standard rates in accordance with terms and conditions for environmental services (<https://www.environmentalworks.com/terms-and-conditions/>). Payment terms are due upon receipt. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Time and expenses incurred, including legal fees in connection with collection of any delinquent amount will be paid by client. A 1 ½% per month service charge (18% per annum) will be added to all accounts over 30 days past due.



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

July 8, 2025

City of Carthage
Attn: Traci Cox
326 Grant St.
Carthage, MO 64836

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Delineation of Waters of the United States (the "Project")
Carthage, Missouri

Dear Traci Cox:

It is our understanding that the City of Carthage, Missouri ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, any exhibits attached hereto and Olsson's General Provisions (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed any exhibits attached hereto and the General Provisions, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: delineation of Waters of the United States or as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Upon receipt of a signed contract
Anticipated Completion Date: Within 60 days of receipt of a signed contract

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed lump sum fee for the tasks listed below. Olsson's reimbursable expenses for this Project are included in the fixed fee.

- Task 100 – Wetland and Stream Delineation: \$12,000
- Task 200 – Threatened And Endangered Species Habitat Assessment (optional): \$5,000
- Task 300 – Nationwide Permit Preconstruction Notification (if required): \$4,000

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Traci Cox.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson via email: efuselier@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Eric Fuselier, PWS

By _____
Aaron Ball, Senior Team Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF CARTHAGE

By _____
Signature

Print Name _____

Title _____

Dated _____

- Attachments
- Scope of Services
- General Provisions
- Exhibit A

SCOPE OF SERVICES

Task 100 – Wetland and Stream Delineation

Olsson will complete a wetland and stream delineation for 248 acre parcel as shown in Exhibit A located in Carthage, Missouri. Olsson will follow the methods described in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (January 1987) and the Regional Supplement to the USACE Wetland Delineation Manual: Eastern Mountain & Piedmont Region (Version 2.0) (April 2012).

- **Desktop Review.** The first step of the wetland and stream delineation consists of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.
- **Climate Analysis for Wetlands Tables (WETS Tables).** Using methodology described in the U.S. Department of Agriculture Natural Resources Conservation Service Part 650-Engineering Field Handbook, Olsson will complete WETS Tables to determine years in which National Agricultural Imagery Program (NAIP) aerials were taken during normal precipitation periods. Once years with normal precipitation are determined, Olsson will review historic NAIP aerials to determine if signatures of wetlands are present in those years determined to have normal amounts of precipitation. If signatures are present in more than 50 percent of years with normal precipitation, these areas will be called out as potential farmed wetlands.
- **Site Visit.** Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including: hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Eastern Mountain & Piedmont Region data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions.
- **Report.** Upon completion of the site visit a report documenting the findings of the wetland and stream delineation will be prepared detailing the presence or absence of wetlands, streams, and other waters of the U.S. within the project study area. The wetland and stream delineation report will include a narrative of how the wetland and stream delineation was conducted and a summary of the results of the wetland and stream delineation. Figures documenting information gathered during the desktop review and figures showing wetland, streams, and other waters of the U.S. boundaries, sample point locations, and photo point locations will be included. The report will also include a description of Olsson's opinion of whether the wetlands, streams, and other waters of the U.S. are jurisdictional.

ASSUMPTIONS

Client will provide the following:

- Project location information
- Project area access and landowner permission.

ITEMS NOT INCLUDED IN THIS TASK

- Nationwide 404 Permit Application,
- Individual Section 404 Permit Application,
- Site Visits with the USACE.

If additional services are necessary in the future, Olsson will provide a revised scope and fee for these services.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed upon, Olsson expects to perform its services under Task 100 as follows:

Anticipated Start Date: Upon receipt of signed contract.

Anticipated Completion Dates: A report will be submitted to the client within 60 days of receipt of the signed contract.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed lump sum fee of **Twelve Thousand Dollars (\$12,000)**. Olsson's reimbursable expenses for this Project are included in the fixed fee.

TASK 100 – LUMP SUM: \$12,000

Task 200 – Threatened and Endangered Species Habitat Assessment (optional)

Olsson will conduct a targeted on-site habitat assessment for state and federally listed threatened or endangered species to determine if potential habitat exists and if species investigations may be needed. It is assumed that the on-site analysis will occur during suitable weather conditions, when snow is not present, and preferably during the growing season, if possible, concurrently with the Wetland Delineation. Olsson assumes the on-site analysis will focus on available threatened and endangered species habitat. Habitat documentation will not be inclusive of all habitats within the Project area, rather will focus on habitat used by the threatened and endangered species (e.g., bat roost trees).

Olsson will complete and prepare a threatened and endangered species habitat assessment report. Within the report, Olsson will prepare threatened and endangered species summaries, describing each species' habitat requirements, potentially suitable habitat available within the Project area, and measures to avoid, reduce, or minimize the possibility of impacting the species or its potential habitat present within the Project boundary.

Draft reports will be provided to Client within four (4) weeks of receiving approval to proceed. Final reports will be provided to the Client within one (1) week of receiving Client comments, if applicable.

ASSUMPTIONS

Client will provide the following:

- Project location information
- Project site access and landowner permission

ITEMS NOT INCLUDED IN THIS TASK

- Migratory Bird Treaty Act Nesting Surveys
- Bald and Golden Eagle Nest Surveys
- Species-Specific Surveys for Threatened and Endangered Species

If additional services are necessary in the future, Olsson will provide a revised scope and fee for these services.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under Task 200 as follows:

Anticipated Start Date: Upon receipt of the notice to proceed.

Anticipated Completion Dates: A report will be submitted to the client within 60 days of receipt of the signed contract.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of **Five Thousand Dollars (\$5,000)**. Olsson's reimbursable expenses for this Project are included in the fixed fee.

TASK 200 – LUMP SUM: \$5,000.00

Task 300 – Nationwide Permit Preconstruction Notification (if required)

Olsson will submit a Clean Water Act, Section 404, nationwide permit pre-construction notification to the U.S. Army Corps of Engineers (USACE) for the project site. Nationwide permits are general department of army (DA) permits that meet a set of nationwide standards that have minimal individual and cumulative environmental impacts. Nationwide permits are required when jurisdictional aquatic impacts occur related to a project. Olsson will follow the Clean Water Act regulations (33 CFR Parts 320-332) and Section 404(b)(1) Guidelines (40 CFR Part 230). Nationwide permits include a description of the Project, aquatic impacts, threatened and endangered species (desktop evaluation), and cultural resources (desktop evaluation). Following completion of the permit, Olsson will submit the permit request to the USACE for permit issuance. Olsson will follow up with additional USACE requests within the limitation of the assumptions outlined below.

ASSUMPTIONS

Client will provide the following:

- Project description,
- Project design sheets,
- Quantity (in cubic yards and square feet) of dredge and fill in Waters of the U.S. from the project,
- Quantity (in cubic yards and square feet) of temporary and permanent impacts by the project to Waters of the U.S.

ITEMS NOT INCLUDED IN THIS TASK

- More than one site visit with the USACE,
- Agency or client meetings, other than phone call discussions,
- Changes in project design or location requiring changes to the report,
- On-Site Habitat or Threatened and Endangered Species Evaluations,
- On-Site Cultural Resources Study or Evaluation,
- Permittee Responsible Mitigation Plan and Monitoring,
- Individual Permit (over 0.5 acre of impacts to Waters of the U.S.).

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under Task 300 as follows:

Anticipated Start Date: Upon receipt of the notice to proceed.

Anticipated Completion Dates: Olsson will submit the NWP to the USACE within 30 days of notice to proceed. Following submittal, the USACE timeline can vary in issuing a permit.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of **Four Thousand Dollars (\$4,000)**. Olsson's reimbursable expenses for this Project are included in the fixed fee.

TASK 300 – LUMP SUM: \$4,000

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated July 8, 2025 between City of Carthage ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project, shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs, or procedures. Client, itself or through its separate contractor(s), shall be responsible for jobsite safety. Notwithstanding the foregoing, Olsson shall be responsible for the safety of Olsson's own employees.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic

observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the

quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2. Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion

and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and

Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability

or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples.

After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin or any other protected characteristic under applicable law. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other protected characteristic under applicable law. Olsson and any sub-consultant or subcontractor certify that they do not operate any programs that promote DEI in a way that violates applicable federal anti-discrimination laws.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If

the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

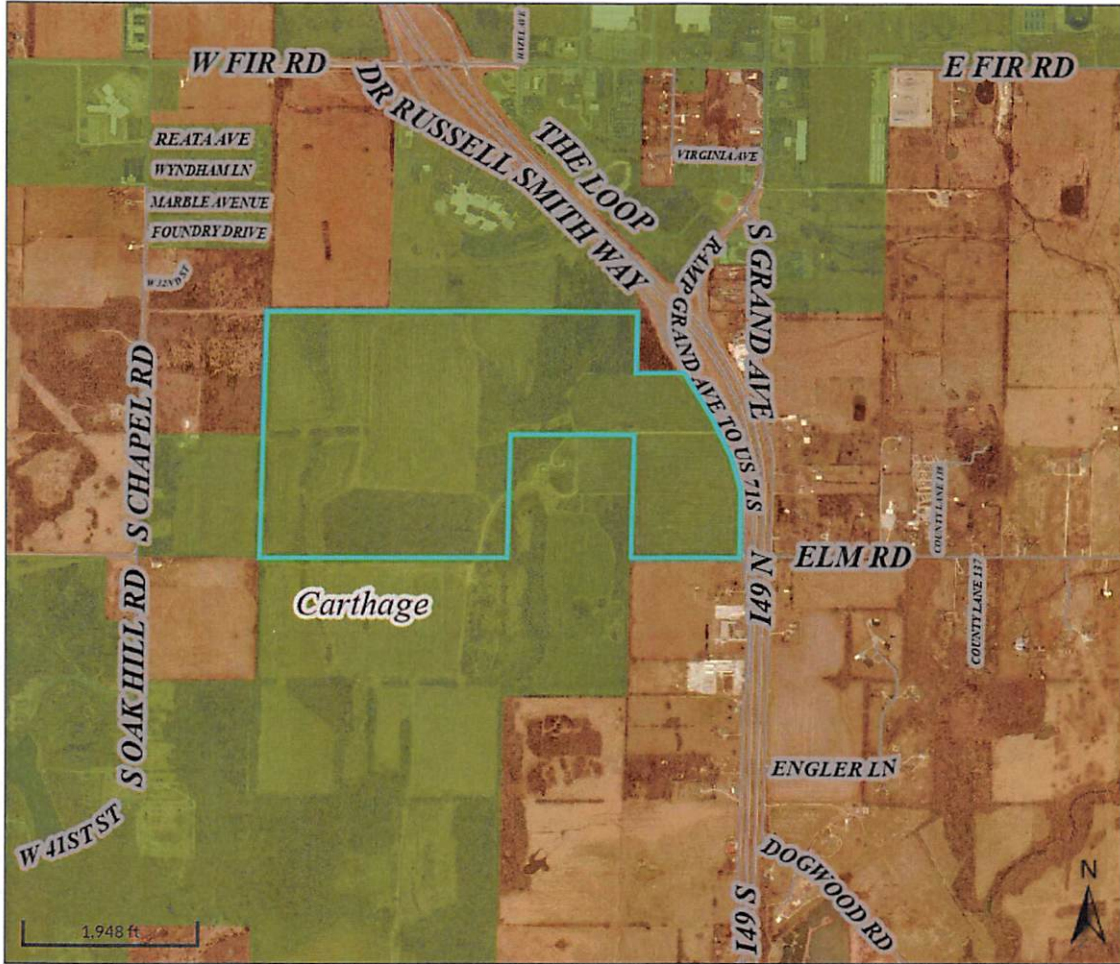
7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by

law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

EXHIBIT A



Overview



Legend

- County Boundary
- City Limit Boundaries**
- Airport Drive
- Alba
- Asbury
- Avilla
- Brooklyn Heights
- Carl Junction
- Cartersville
- Carthage
- Carytown
- Duenweg
- Duquesne
- Fidelity
- Jasper
- Joplin
- La Russell
- Neck City
- Oronogo
- Purcell
- Reeds
- Sarcoxie
- Waco
- Webb City
- Parcels
- Local Roads
- Mine Waste Repositories (Feb 2025)

Parcel ID	14502100000033000	Alternate ID	03-255229-6000	Owner Address	CITY OF CARTHAGE
Sec/Twp/Rng	21-28-31	Class	E		326 GRANT ST
Property Address	CARTHAGE	Acres	247.65		CARTHAGE, MO 64836
District	137				
Brief Tax Description	CAR MISC S 1/2 SEC W OF HWY EX N 1/2 NE SE THEREOF & EX SW SE				
	(Note: Not to be used on legal documents)				

Any split parcels recorded after the middle of May will not display until the next tax year.

Date created: 7/8/2025
Last Data Uploaded: 7/8/2025 1:39:00 AM

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