

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

October 6, 2025

4:30 PM

CITY HALL

326 GRANT STREET

COUNCIL CHAMBERS

OLD BUSINESS

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

CITIZENS PARTICIPATION

NEW BUSINESS

- **Consider contract with Cochran Engineering for Downtown Sidewalk Improvements Project and send it to City Council for an Ordinance.**
- **Discuss making a handicapped parking space at the corner of 4th & Lyon**

OTHER BUSINESS

STAFF REPORTS

- **Josiah Bayless**

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.**

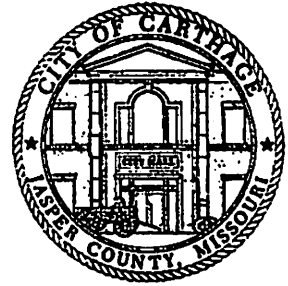
POSTED: 10/03/2025

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"



SEPTEMBER 2, 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.

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 August 5, 2025, Committee meeting. All ayes, motion passed.

New Business:

1. Josiah opened a discussion regarding Hessling being awarded the HH & Chapel Rd. Sidewalk Project Bid. After a discussion by the Committee Members, David Thorn made a motion to reject Hessling and re-open bidding for this project, all ayes, motion passed.
2. Four bids were received for The Water Delineation Study for The Economic Development Park. Josiah suggested accepting the lowest bid received from Terra Foundation, in the amount of \$5,500.00. Jack Perkins made a motion to accept the bid, all ayes, motion carried.
3. Josiah discussed the need to have a price increase of 24 X 36" copies that are done for customers in the Public Works Office. The current price of a copy is \$3.00 per page; the suggested increase would be \$3.50 per page for Black & White and \$4.00 for Color Copies. Ron Wells made a motion to accept the increase, all ayes, motion passed.

Other Business:

Staff Reports:

- Josiah reported that the Square Sidewalk Project is scheduled to be completed by Friday, September 5th.
- The East Chestnut Culvert is torn out and ready for forms to be set and concrete poured.
- Hazel St., per Spire requirement, the gas line is being moved, the curb and gutter is done, now waiting for Blevins to spread asphalt, then it will be open to traffic.
- There has been a pre-construction meeting for Airport/Fairview
- Keith Wheat has been promoted to Street Department Superintendent; he is very knowledgeable and will do great in this position.
- The City's Storm Water System is being mapped out.
- Traci reported that Cochran Engineering will be taking care of the Downtown Sidewalk Extension Project.

Ron Wells made a motion to adjourn the meeting at 6:11 p.m. All Ayes, motion carried.



**Downtown Sidewalk Improvements
Carthage, MO
Project No. SW25____
09-29-25**

<u>Phase</u>	<u>Start Date</u>	<u>Completion Date</u>	<u>Duration (Days)</u>	<u>Comments</u>
Contract Signed	11/06/25	11/06/25		May require more time for CDBG review and approval
Topographic Survey	11/06/25	11/20/25	14	Work with city on void locations
Preliminary Plans	11/20/25	02/15/26	87	Update exhibit and cost estimate for revised work area
Neighborhood Meeting	02/19/26	02/19/26		Get input from residents
60% Plans	02/19/26	03/19/26	28	May require more time for City Review
Council Meeting	03/10/26	03/10/26		Presentation to City Council
90% Plans	03/19/26	05/10/26	52	
Out To Bid	05/14/26	06/16/26	33	
Council/CDBG Approval	06/23/26	07/14/26	21	May require more time for CDBG review and approval
Notice to Proceed	07/27/26	07/27/26		
Construction	07/27/26	10/01/26	66	No Construction Allowed Month of October
Construction	11/01/26	01/31/27	91	

CARTHAGE SIDEWALK CONTRACT FOR ENGINEERING AND TECHNICAL SERVICES

This Agreement entered into this _____ day of _____ 2025 by and between SW Missouri Engineering, LLC located at 2804 N. Biagio St, Ozark, MO 65721, herein after referred to as "Engineer" and the City of Carthage, Missouri, hereinafter referred to as "City" for furnishing engineering and technical services.

The services will be for the design and construction services of approximately 5,000 lineal feet of sidewalk improvements.

1. SCOPE OF SERVICES

In connection with the above, Engineer will perform the following services:

A. Topographic Survey

- i. Engineer will obtain the topographic surveys necessary for the preparation of contract plans for the proposed improvements. Such surveys will include, but not necessarily be limited to:
- ii. Acquire deeds, surveys and plats for the right of way and the adjoining properties.
- ii. Search for and locate monuments (iron rods, iron pipes, stones, etc) and evidence of possession.
- iv. Obtain ground elevations to generate contours at 1-foot intervals on the design area.
- v. Locate existing improvements inside of the design area.
- vi. Locate existing public utilities from observed evidence together with markings by "Missouri One Call" in the topo corridors.
- vii. Establish a benchmark on each site (NAVD 1988)
- viii. Prepare the base drawing in ACAD/Civil 3D format for incorporation into design plans.

B. Design, Construction Drawings, and Cost Estimate

- i. Engineer will prepare complete and detailed final contract plans for the proposed improvements as previously described. The plans will include, but not be limited to, the following:
- ii. Design concrete sidewalk improvements for approximately 5,000 lineal feet as shown in Exhibit "B."
- iii. Prepare 30%, 50%, and 90% plans for owner review and approval. Plans will be prepared in accordance with Owner requirements.
- iv. Participate and assist in neighborhood meetings and council meeting during project design.
- v. Prepare record drawings to reflect field changes when the project is completed.

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Version 1.3
Revised December 2023

- vi. Engineer will assist the City in obtaining the approval of final agreements with the utility companies and other such public agencies as may be necessary.
- vii. Engineer will prepare a complete set of front-end documents and technical specifications for the construction package.
- viii. Engineer will provide quantities and a detailed estimate of cost for the work.
- iv. Engineer will prepare the notice to contractors for bidding purposes, notify Dodge Reports of the progress of the project, send written notices to a number of contractors qualified to bid on the work, and send written notices to various minority organizations and minority contractors.
- x. Engineer will Assist the City in advertising for bids, attend the bid opening, prepare bid tabulations, and assist in analyzing bids and making recommendations with respect to the selection of a qualified contractor for the construction of the work.

C. Construction Services

- i. Engineer will prepare and forward 2 signature sets of Contract Documents to the contractor selected by City.
- ii. Cochran will provide site visits to observe the contractor's progress and quality of work and to determine if the work conforms to the contract documents. The Engineer will accompany owner representatives on visits to the project site as requested.
- iii. Reject work not conforming to the project documents.
- iv. Prepare change orders for issuance by the Owner as necessary and assure that proper approvals are made prior to work being performed.
- v. Review shop drawings and submittals, wage rates, pay applications, and other related items called for in the contract documents.
- vi. Be present during critical construction operations.
- vii. Provide certified field and lab technicians to perform materials sampling and testing.
- viii. Provide lab testing of sampled materials.
- ix. All administrative Time, Project Management, Coordination and Drive Time associated with Services.
- x. Forty-Five (45) trips have been allocated for testing and inspection of the project mentioned above: items of scope are outlined below.
 - Concrete Testing – Air, Slump, Cylinders (5 Cylinder per test) – 30 trips.
 - Observation and General Inspection – (Excavation, Layout, Grade, Cut and Fill, Base, Restoration) – 15 trips
- xi. Engineer will be available for general consultation and interpretation of the plans and specifications during construction.
- xii. Engineer will visit the site a maximum of 4 times and observe the progress of construction at intervals during construction of the project. Such observation is not to be construed as supervision of construction, but is a review of the work for general conformance with contract plans.
- xiii. Engineer will review all shop and working drawings.
- xiv. Engineer will participate in the final inspection and provide Punchlist. (included in the visits mentioned in E-iv).

2. SERVICES NOT INCLUDED

- A. Geotechnical/Environmental/Fire Flow/Wetland Studies or Reports
- B. Recording and Permit Fees
- C. Utility Relocations
- D. Utility of Lighting Design
- E. Boundary Survey
- F. Full Time Construction Inspection
- G. Subdivision Platting
- H. ALTA/NSPS Land Title Surveys
- I. Construction Stakeout
- J. Surveyed As-Built Drawings
- K. Road Coring
- L. Any items not listed in the above scope of work.

3. TO BE PROVIDED BY THE CITY

- A. All available pertinent information that it may have in its possession or to which it may have access.
- B. A representative to whom Engineer will report and from whom Engineer shall receive instruction and authorization.
- C. Right of access to all properties as required during the execution of the work.
- D. All necessary resident engineering services.
- E. Services of an independent testing laboratory to perform all materials testing necessary for control of the project during the construction phase.
- F. Title work necessary for easement or property acquisition.

4. TO BE PROVIDED BY ENGINEER

- A. The services of all professional and technical personnel required for the performance of the services described under Scope of Work.
- B. Up to 2 copies of the construction plans and specifications for the project.

5. TIME OF PERFORMANCE

- A. The services of Engineer are to commence upon the signing of the contract, and the final contract plans and documents will be available, ready for advertising for bids, within 300 days after receipt of notice to proceed.
- B. Construction services shall be provided at such time as may be required.

6. COMPENSATION

- A. The City will compensate Engineer for the work specified above as follows:
 - i. For all work and services described in the Scope of Services, the lump sum fees shall be **Seventy-Three Thousand Six Hundred (\$73,600.00)** for design services and **Thirty-Seven Thousand Two Hundred (\$37,200.00)** for construction administration, inspection, and testing services.
 - ii. This cost shall constitute complete compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work.

Ms. Miranda Deal City of Carthage
Proposal – Carthage Downtown Sidewalk Rehab
September 28, 2025

7. METHOD OF PAYMENT

Payment to Engineer for services under Scope of Work will be made monthly based on the percentage of work completed during the preceding month and will, in every case, be supported by a suitable invoice.

8. SPECIAL CONDITIONS

This contract is subject to and incorporates the provisions attached hereto as Exhibit A, the Regulations of the Department of Housing and Urban Development relative to Contracts for Community Development, Part II, General Terms and Conditions, and Cochran Standard Terms and Conditions.

9. ACCEPTANCE

If this contract meets with your approval, please indicate your acceptance by signing this proposal and returning one signed copy.

Submitted by:

Engineer Name: *Timothy Schoue*

Attest: *Miranda Deal*

Timothy Schoue SW Regional Manager
Name and Title

Morgan Page Administrative Assistant
Name and Title

City:

Attest:

Name and Title

Name and Title

EXHIBIT A

CONTRACT FOR ENGINEERING SERVICES TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.
2. Termination for Convenience of the Owner. The Owner may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Owner may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
 - b. All of the services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Owner thereto. Provided, however, that the claims for money by the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

Ms. Miranda Deal City of Carthage
Proposal – Carthage Downtown Sidewalk Rehab
September 28, 2025

6. Reports and Information. The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the Owner.
8. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.
 - b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Ms. Miranda Deal City of Carthage
Proposal – Carthage Downtown Sidewalk Rehab
September 28, 2025

- e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
 - g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204, Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Consultant may request the United States Government to enter into such litigation to protect the interests of the United States.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 13. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 14. Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued.
 15. Affirmative Action for Handicapped Workers.
 - a. The consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The consultant agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
 - b. The consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

Ms. Miranda Deal City of Carthage
Proposal – Carthage Downtown Sidewalk Rehab
September 28, 2025

- c. In the event of the consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - d. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.
 - e. The consultant will notify each labor union or representative of workers, if applicable, with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - f. The consultant will include the provisions of this clause in every subcontract, if applicable, or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
16. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.
17. Age Discrimination Act of 1975. No person in the United States, on the basis of age, shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
18. Authorized Employees. Consultant acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Consultant therefore covenants that it is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.
19. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.
20. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

Ms. Miranda Deal City of Carthage
Proposal – Carthage Downtown Sidewalk Rehab
September 28, 2025

21. Interest of Consultant and Employees. The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
22. Anti-Discrimination against Israel Act: Contractor acknowledges that Section 34.600, RSMo, prohibits any contractor with ten or more employees on a contract worth \$100,000 or more from engaging in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel.

Exhibit B

EXHIBIT 2 - PROJECT LIMITS



- LEGEND**
-  CURRENT CARTHAGE DOWNTOWN SQUARE PROJECT
 -  8 IN THICK CONCRETE ENTRANCE
 -  4 IN THICK CONCRETE SIDEWALK



COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.
16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.

17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**

Updated 01/2016

Initials _____

STATE OF MISSOURI)
) ss
COUNTY OF Franklin

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

- a. with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- b. with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared

Christopher N. Boone, who, being duly sworn, states on his oath or affirmation as follows:

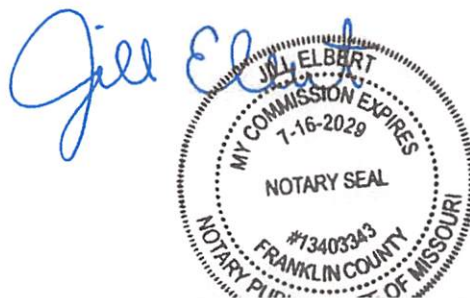
1. My name is Christopher N. Boone and I am currently the President of SW Missouri Engineering, LLC dba Cochran (hereinafter "Contractor"), whose business address is 2804 N. Biagio Street, Ozark, MO 65721 and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and City of Carthage
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant sayeth not.

Christopher N. Boone
Affiant

Subscribed and sworn to before me this 22nd day of September 2025

Commission #



COUNCIL BILL NO. _____

ORDINANCE NO. _____

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute a Contract between the City of Carthage, Missouri and SW Missouri Engineering, LLC for engineering and technical services for the Downtown Sidewalk Improvements project, in the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The contract with SW Missouri Engineering, LLC for engineering and technical services for the Downtown Sidewalk Improvements project, attached hereto as Exhibit A and incorporated herein by reference is approved as a contractual obligation of the city of Carthage, Missouri.

SECTION II: The Mayor is hereby authorized and directed to execute said contract, in Exhibit A, on behalf of the City of Carthage, Missouri, and to affix the municipal seal hereto and to attest the same.

SECTION III: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

David B. Flanigan, Mayor

ATTEST:

Miranda Deal, City Clerk

Sponsored by: Public Works Committee