Airport Name: Joplin Regional Airport
Project No.: 3-29-0037-0XX
County: Jasper

AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 for additional Design Services is entered into by the City of Joplin (hereinafter, "Sponsor") and Crawford, Murphy & Tilly, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on November 7, 2022, to accomplish a project at the Joplin Regional Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (16)(State) or (17)(Federal) of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee payable included in Section (8)(State) or (9)(Federal) of the Original Agreement are hereby modified as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Lump Sum Fee	350,078.08	95,638.27	445,716.35

(D) Estimated costs for the services in Supplemental Agreement No. 1

are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT $ VALUE APPLICABLE TO TOTAL GOAL
				0.0%

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Palmerton & Parrish	4168 W. Kearney St. Springfield, MO 65803	Geotechnical Investigation
Wellner Architects	802 Broadway, Suite 400 Kansas City, MO 64105	Architect

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this 27 day of JANUARY, 20 23.

Executed by the Sponsor this _____ day of _____, 20 ____.

CONSULTANT

By _____

Title Vice President

SPONSOR

By _____

Title _____

ATTEST:

By Brian Gaskie

Title Associate

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title Vice President

Approved as to Form:

By _____

Title _____

EXHIBIT II - SA1

SCOPE OF SERVICES

for
JLN SRE DESIGN PHASE SERVICE
November 7, 2022

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the professional engineering services enumerated as follows:

This scope of work outlines the professional services that are required for the design/bidding phase services for the development of the SRE component of a joint ARFF/SRE facility at the Joplin Regional Airport (JLN).

The work shall be broken out into the following phases.

1.0 Preliminary Design

This phase shall include the preliminary design for the development of the SRE component of a joint ARFF/SRE facility. This design includes sitework for the selected site, and development of an access road on the airfield. This phase shall include the following specific scope elements:

- Geotechnical investigation for the selected site.
- Preliminary civil site design.
- Prelminary utility site design
- Site visit to view existing conditions (1 meeting)
- Develop preliminary site plan for selected site
- Develop preliminary floor plan for selected site
- Coordinate with structural/MEP/FP/IT engineers
- Review preliminary dwgs and engineering system alternatives with JLN (1 meeting)
- Select preliminary materials and finishes
- Determine furniture to be included in bid
- Develop preliminary drawings
- Develop preliminary building 3d image
- Engineering narratives for MEP/FP/IT systems
- Outline Specifications noted on drawings
- Review preliminary design with JLN (1 meeting, on-line)
- Prepare preliminary design deliverable for cost estimating
- Cost Estimate

- Review estimate with JLN (1 meeting)

2.0 Construction Documents and Permitting

This phase shall include the development of construction documents and permitting for the SRE component of a joint ARFF/SRE facility. This design includes sitework for the selected site, and development of an access road on the airfield. This phase shall include the following specific scope elements:

- Final drawings (architectural, civil, structural, MEP/FP/Comm)
- Development of a Construction Phasing and Safety Plan
- Final material and finish selections (1 meeting)
- Specify furniture included in bid, prepare specs 91 meeting)
- Technical Specification manual
- Final Code Review and permitting process
- Identify alternates, if needed
- Coordinate Division 0 bid documents with JLN/Joplin
- Provide Division 1 specifications coordinated with JLN/Joplin general and special conditions
- Coordination with engineers
- Final Cost Estimate
- Review documents and estimate with JLN (1 meeting)
- Submit for permit, respond to comments, update bid documents

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

`

EXHIBIT V - SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT

JOPLIN, MISSOURI

SRE DESIGN PHASE SERVICES

SUMMARY OF COSTS

November 7, 2022

	Fee	Hours
Phase 1: Preliminary Design	$52,681.84	78
Phase 2: Construction Documents	$42,956.43	52
Total	**$95,638.27**	**130**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
PHASE 1: PRELIMINARY DESIGN

November 7, 2022

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$90.72	$0.00
Senior Project Engineer	6	73.55	$441.30
Project Manager	0	56.92	$0.00
Senior Engineer	36	42.58	$1,532.88
Engineer	36	32.97	$1,186.92
Senior Planner	0	43.26	$0.00
Planner	0	32.99	$0.00
Registered Land Surveyor	0	44.13	$0.00
Senior Technician	0	40.88	$0.00
Technician	0	34.84	$0.00
Clerk/Secretary	0	28.18	$0.00
	78		

Total Direct Salary Costs = $3,161.10

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 166.84 % = $5,273.98

3 SUBTOTAL:

Items 1 and 2 = $8,435.08

4 PROFIT:

15 % of Item 3 Subtotal = $1,265.26

Subtotal $9,700.34

5 OUT-OF-POCKET EXPENSES:

a. Mileage	300	Miles @	$0.59	/ Mile =	$175.50
b. Meals	0	Days @	$45.00	/ Day =	$0.00
c. Motel	0	Nights @	$112.00	/ Night=	$0.00
d. Printing and Shipping				=	$0.00

Total Out-of-Pocket Expenses = $175.50

6 SUBCONTRACT COSTS:

a. Wellner Architects = $36,506.00
b. Geotechnical Investigation (PP) = $6,300.00

= $42,806.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $52,681.84 Lump Sum

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
PHASE 2: CONSTRUCTION DOCUMENTS AND PERMITTING

November 7, 2022

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$90.72	$0.00
Senior Project Engineer	6	73.55	$441.30
Project Manager	0	56.92	$0.00
Senior Engineer	26	42.58	$1,107.08
Engineer	20	32.97	$659.40
Senior Planner	0	43.26	$0.00
Planner	0	32.99	$0.00
Registered Land Surveyor	0	44.13	$0.00
Senior Technician	0	40.88	$0.00
Technician	0	34.84	$0.00
Clerk/Secretary	0	28.18	$0.00
	52		

Total Direct Salary Costs = $2,207.78

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 166.84 % = $3,683.46

3 SUBTOTAL:

Items 1 and 2 = $5,891.24

4 PROFIT:

15 % of Item 3 Subtotal = $883.69

Subtotal $6,774.93

5 OUT-OF-POCKET EXPENSES:

a. Mileage	300	Miles @	$0.59	/ Mile =	$175.50
b. Meals	0	Days @	$45.00	/ Day =	$0.00
c. Motel	0	Nights @	$112.00	/ Night=	$0.00
d. Printing and Shipping				=	$0.00

Total Out-of-Pocket Expenses = $175.50

6 SUBCONTRACT COSTS:

a. Wellner Architects = $36,006.00
b. = $0.00

= $36,006.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $42,956.43 Lump Sum

Exhibit V

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
SRE DESIGN PHASE SERVICES

November 7, 2022

Classification: Gross Hourly Rate:		Principal $278.39	Senior Project Engineer $225.70	Project Manager $174.67	Senior Engineer $130.66	Engineer $101.17	Senior Planner $132.75	Planner $101.24	Registered Land Surveyor $135.42	Senior Technician $125.45	Technician $106.91	Clerk/ Secretary $86.47	Other Costs
A. DESIGN SERVICES													
1. Preliminary Design													
Preliminary Civil Site Design			2		8	8							
Preliminary utility design					8	8							
review preliminary design with airport					2	2							
Develop preliminary drawings			2		8	8							
Prepare specifications list					2								
Review Prelinary design with JLN			2		2								
Prepare preliminary design deliverable					4	8							
Prepare preliminary cost estimate					2	2							
Total hours =	78	0	6	0	36	36	0	0	0	0	0	0	(1,2,3,4,5)
Total =	$52,681.84	$0.00	$1,354.20	$0.00	$4,703.89	$3,642.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,981.50
2. Construction Documents													
Final civil drawing development			2		8	8							
Develop Construction Safety and Phasing Plan					4	4							
Develop Technical Specifcations			2		4	4							
Develop front end documents					4								
Final Cost Estimate					2	4							
Review with Airport			2		2								
Submit for permitting					2								
Total hours =	52	0	6	0	26	20	0	0	0	0	0	0	(1,2,3,4,5)
Total =	$42,956.43	$0.00	$1,354.20	$0.00	$3,397.25	$2,023.47	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,181.50
Total hours =	0	0	0	0	0	0	0	0	0	0	0	0	(1,2,3,4,5)
Total =	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL =		**$95,638.27**											

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

WELLNER architects
802 Broadway, 4th Floor . Kansas City, MO . P. 816.221.0017 . . E. wai@wellner.com . www.wellner.com

October 20, 2022

TY SANDER, P.E. | Vice President & Aviation Group Manager
Crawford, Murphy & Tilly | **Engineers & Consultants**
One Memorial Drive, Suite 500 | St. Louis, MO 63102
w 314.571.9066 | w 816.272.8356 | m 314.369.5337 | tsander@cmtengr.com

Re: JLN ARFF/SRE:
Architectural and Engineering Services for SRE
Design and Bidding Phases

Ty,

Wellner Architects, Inc. is pleased to provide this proposal for design and bidding phase services for the SRE building, attached to the ARFF building. Our team will include Olsson for MEP, FP, structural, and communications. Once the bidding phase is complete, we will provide a proposal for construction phase services.

Preliminary Design and Construction Documents and Permitting: SRE Building, connected to ARFF

- Preliminary and Final drawings (architectural, structural, MEP/FP/Comm)
- Final material and finish selections (1 meeting)
- Technical Specifications
- Final Code Review and permitting process
- Identify alternates, if needed
- Coordination with engineers
- Final Cost Estimate (combined with ARFF)
- Review documents and estimate with JLN (1 meeting)
- Submit for permit, respond to comments, update bid documents

Bidding (in conjunction with ARFF)

- Submit (upload) bid documents to JLN/City plan room
- Attend Prebid Meeting
- Answer bidders questions via addenda
- Review bids and provide recommendation

Fee:
Wellner Architects, Inc. proposes a lump sum fee of $76,321.50 .00 to be billed monthly, by % complete, for the scope outlined above.

10/20/2022	Person Hours					Fee
SCOPE/FEE: Architectural Services: SRE		Sr Project	Designer	Interior	Total	
Discipline	Principal	Architect		Designer	Hours	
Preliminary Design and Construction Documents and Permitting						
Preliminary Design layout	4	24		24	52	$ 8,216.00
3d imagry	4			24	28	$ 3,992.00
T of C Specifications	1	4			5	$ 904.00
Prelim Design Cost Estimate	1	4			5	$ 904.00
Final Design	4	80			84	$ 14,880.00
Final material and finish selections	4	8			12	$ 2,208.00
Specify FEE included in bid, prepare specs		16			16	$ 2,816.00
Technical Specification manual	4	16			20	$ 3,616.00
Coordination with engineers		4			4	$ 704.00
Final Cost Estimate coordination		4			4	$ 704.00
Review documents and estimate with JLN (in person)		8			8	$ 1,408.00
Submit for permit, respond to comments, update bid documents					0	$ -
Subtotal Arch hours	22	168	0	48	238	$ 40,352.00
Cost Estimate						$ 2,500.00
Landscape Design allowance						
MEP/FP, Struct, LV						$ 27,160.00
Sub Total Fees						**$ 70,012.00**
Bidding						
Submit (upload) bid documents to JLN/City plan room					0	$ -
Attend prebid					0	$ -
Answer bidders questions via addenda		12			12	$ 2,112.00
Review bids and provide recommendation					0	$ -
Subtotal Arch hours	0	12	0	0	12	$ 2,112.00
MEP/FP, Struct, LV						$ 1,697.50
Sub Total Fees						**$ 3,809.50**
Totals						
Architecture						$ 42,464.00
Structural/MEP/FP/Comm/AV (olsson - all phases, see attached)						**$ 28,857.50**
Additional PV design						**$ 2,000.00**
Cost Estimate (CMR)						**$ 2,000.00**
Olsson expenses						**$ 500.00**
Wellner Expenses (does not include permit cost)						**$ 500.00**
Total			**Fees + Reimbursable**			**$ 76,321.50**

Schedule (excluding owner review times): In conjunction with ARFF.

Not Included:

- Civil Engineering/Planning or estimating
- Landscape Design
- Glare Study for PVs
- Site line study or response time analysis
- Procurement of site surveys, Geotech or environmental reports
- Development Plan Submittal for City approval
- Permit Fees
- LEED Registration or Submittal
- Advertising for bid
- Construction Phase Services
- Material Testing or Special Inspections during Construction

Thank you for the opportunity. Please let us know if you have comments or questions.

Julie Wellner, AIA
Wellner Architects, Inc.

PALMERTON & PARRISH, INC.

GEOTECHNICAL & MATERIALS ENGINEERS
MATERIALS TESTING LABORATORIES
ENVIRONMENTAL SERVICES

4168 W. KEARNEY ST.
SPRINGFIELD, MO 65803
Ph: (417) 864-6000
www.ppimo.com

October 6, 2022
(Revised)

Crawford, Murphy & Tilly, Inc.
1627 Main Street, Suite 700
Kansas City, MO 64108

c/o: Mr. Kelly Williams, P.E.
Email: kwilliams@cmtengr.com

RE: Proposal for Geotechnical Engineering Services
Joplin Regional Airport – ARFF Development
Joplin, Missouri

Dear Mr. Williams:

Palmerton & Parrish, Inc. (PPI) appreciates the opportunity to submit this proposal for a Subsurface Investigation and Geotechnical Engineering Report for the proposed new ARFF Development at the existing Joplin Regional Airport (JLN) in Joplin, Missouri. The sections below summarize PPI's Project Understanding, planned Scope of Services, and Estimated Cost.

PROJECT UNDERSTANDING

It is understood that the planned new ARFF Building will have a footprint of approximately 14,000 sq. ft. Building details, including grading information, floor elevations, and structural loads have not been fully developed, although minimal cut and/or fill depths are assumed. Foundation and slab loads are also anticipated to be light to moderate, respectively. New pavement for parking and services drives are also anticipated to be constructed around the structure. In addition, the existing pavement leading to the runway will be rehabilitated with a new airfield access apron constructed.

SCOPE OF SERVICES

PPI's scope of services will include a field subsurface investigation, laboratory testing, engineering analysis, and preparation of a geotechnical engineering report. The scope of services will be in accordance with the project RFP provided via email dated September 26, 2022. Highlights of this scope are listed below, but not in its entirely.

Field Subsurface Investigation: As requested, PPI has based this proposal on drilling a total of eight (8) geotechnical borings. Three (3) borings will be drilled within the building footprint and five (5) borings will be drilled within the proposed new and existing pavement area. Building and pavement area borings will be extended to a depth 25 ft. and 10 ft., respectively, or auger encounter with bedrock, whichever is shallower. In addition, two

(2) shallow borings will be drilled to a depth of 4 ft. adjacent to the existing pavement to obtain bulk samples. Drilling and sampling methods will be as generally outlined below.

- Subsurface borings will be drilled using 4.5-inch O.D. continuous flight or 4.25-inch I.D. hollow stem augers or mud rotary methods;
- For purposes of projecting a cost, bedrock was assumed at greater than 25 ft.;
- Soil samples will be collected at 2.5- to 5-foot centers during drilling;
- Soil sample types will include split spoon samples collected during performance of the Standard Penetration Test (ASTM D1586), and thin-walled Shelby tube samples pushed hydraulically in advance of drilling (ASTM D1587);
- Groundwater levels will be measured during drilling and upon completion of drilling; and
- Borings within soil areas will be backfilled with a hole plug and available auger cuttings, while borings within existing pavement areas will be patched with grout at the surface.

Laboratory Testing Program: Soil samples will be sealed and transported to PPI's Laboratory for further evaluation and completion of laboratory testing. Laboratory testing will include the following:

- Atterberg Limits (ASTM D4318);
- Grain Size Analysis (ASTM D6913);
- Swell Test (ASTM D4546), if applicable;
- Unconfined Compressive Strength (ASTM D2166);
- Unit Weight (ASTM D7263);
- Moisture Content (ASTM D2216);
- Standard Proctor (ASTM D698);
- California Bearing Ratio (ASTM D1883); and
- Pocket Penetrometer Strength.

The specific number and types of laboratory tests that will be performed will be influenced by the subsurface conditions encountered in the field and the quality of samples. The exact scope of the laboratory testing program will not be determined until the field investigation is complete.

Geotechnical Engineering Report: Collected field and laboratory data will be analyzed, and a formal Geotechnical Engineering Report will be prepared. An electronic (.pdf) copy of the Report will be submitted. The Report will include the following:

- Site Location Plan;
- Boring Location Plan;
- Gint generated Boring Logs showing the results of field and laboratory testing;
- Geotechnical Engineering Recommendations for foundation and slab design;
- General recommendations for pavement subgrade preparation and design; and
- Recommendations for construction planning, and site development.

ESTIMATED COSTS

PPI will provide the scope of services outlined in this proposal for a Lump Sum Cost of Ten Thousand Eight Hundred Dollars ($10,800.00). PPI's estimated cost is based on the assumptions listed below.

PPI's estimated cost is based on the assumptions listed below.

- Right-of-entry, if required, will be obtained by others prior to PPI's mobilization;
- Borings will be staked in the field by PPI's drill crew;
- PPI will notify the Missouri One Call System to locate and mark public utilities;
- **All private utilities, if any, will be located and marked in the field by others prior to PPI's mobilization;**
- All work to be completed during normal business hours – Monday thru Friday and no weekend, holiday or night work; and
- All samples will be stored at PPI's Laboratory until 30 days after the final report is issued, at which time, the samples will be discarded.

PPI will notify the Client if unanticipated conditions encountered during the field investigation merit a change in scope beyond that discussed in this proposal. In any event, we will not exceed projected costs without your prior approval.

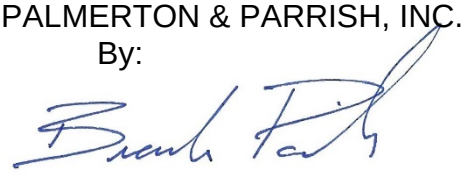
PAYMENT TERMS

An invoice will be submitted at the completion of the geotechnical report. The invoice is due in 30 days and delinquent in 60 days. An interest charge of 1.5 percent per month retroactive to the date of billing and a $15.00 monthly re-billing charge will be assessed on all unpaid balances 60 or more days old. In addition, if your account remains delinquent, you shall be responsible for all costs of collection, including a reasonable attorney's fee.

CLOSURE

This proposal may be authorized by completing the Proposal Authorization block on the following page, initial the attached General Conditions, and returning one copy to PPI. Please call our Springfield office at (417) 864-6000 if you have any questions regarding this proposal or if you need additional information.

PALMERTON & PARRISH, INC.
By:



Brandon R. Parrish, PE
Vice President

PROPOSAL AUTHORIZATION

Please fill out and sign the Proposal Authorization block below to indicate your acceptance of this proposal. Also, please initial and date the attached General Conditions.

Sign Below to Authorize Geotechnical Investigation	
Company Name	
Name (Person Authorized to Sign)	
Title (Person Authorized to Sign)	
Signature (Person Authorized to Sign)	
Date	

GENERAL CONDITIONS

1. INSURANCE: PPI maintains Worker's Compensation and General Liability Insurance against property damage, which PPI deems to be adequate. Certificates of Insurance evidencing such coverage will be provided, if requested.

2. STANDARD OF CARE: The only warranty or guarantee made by PPI in connection with the services provided hereunder is that PPI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession, currently practicing under similar circumstances. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE IS EXPRESSED OR IMPLIED.

3. LIMITATION OF LIABILITY: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND PPI, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF PPI, PPI'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT, AND ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS PROJECT OR AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY PPI OR TWENTY-FIVE THOUSAND DOLLARS ($25,000), WHICHEVER IS GREATER.

4. SAFETY: Client agrees that, the Contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA Regulations and these requirements will apply continuously and not limited to normal working hours.

5. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, PPI shall not be responsible for safety precautions, the quality of any Contractor's work, acts or omissions of any Contractor, Subcontractor, supplier or person at the Project site.

6. GOVERNING LAW: The Agreement shall be governed by the Laws of the State of Missouri.

Client Initial: _____

Date: _____