CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: OWN, Inc. Address: 811 East 3rd Street JOPLIN, MO 64801	
Attention: Rob Beachner		Attention: Joshua Oathout	
Department: Public Works - Engineering		Phone: 417-782-7899	Fax: 417-782-7898
Phone: 417.624.0820 ext:1543	Fax: 417.624.4620	Project: TC0612/TC0718 20th St. Widening, Schifferdecker to Central City – Materials Testing	

WORK AUTHORIZATION NUMBER __OWN-OC-025-001 20th St. Widening_____

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES __2025 On Call Engineering Services - Dated February 6, 2025_

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

1. **Services**. City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to

disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OWN-OC-025-001 20th St. Widening exceed the sum of One Hundred Four Thousand Four Hundred Ninety-Seven and 95/100 Dollars ($104,497.95).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. **All other terms and conditions of the original Agreement shall remain in effect.**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____
Rob Beachner-Capital Improvement Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: **OWN, Inc.**

By: Joshua Oathout

Printed Name: JOSHUA OATHOUT

Title: OFFICE LEADER

Date: 2/7/2025

By: _____
Daniel Johnson, P.E., Public Works Director

Date: _____

WeAreOWN.com

866.866.2741
info@weareown.com

CIVIL ENGINEERING LAND SURVEYING FIELD SERVICES

Project Proposal for

20th Street Improvements

20th Street, Schifferdecker Avenue to Central City Road

City of Joplin
Robert Beachner
602 S. Main Street
Joplin, MO, 64801

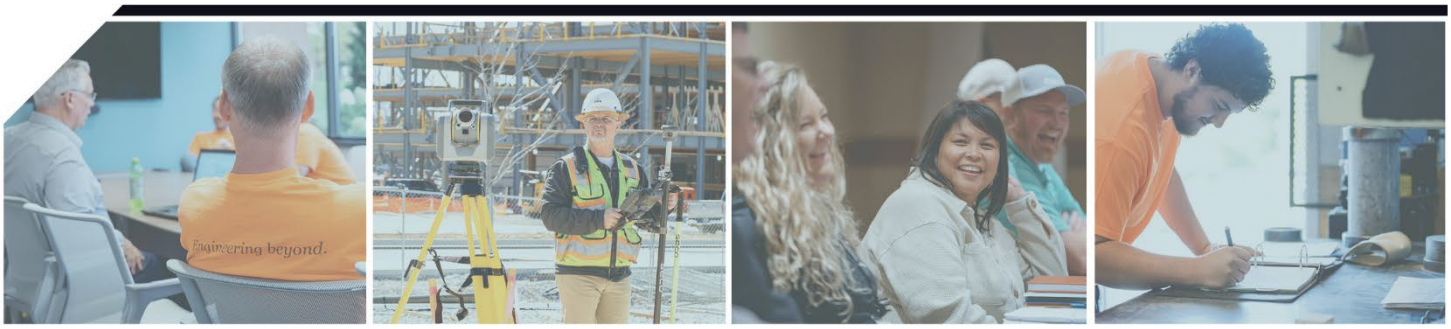
January 28th, 2025

Proposal # PJO32-25-0130

Prepared by OWN, Inc., 811 E. 3rd Street, Joplin, MO 64801

Engineering Beyond.

OWN, Inc. is a 100% employee-owned engineering firm. Our core offerings include **Civil Engineering, Land Surveying, and Field Services**. Our talented team helps shape the built environment across the country from our offices in Missouri, Kansas, Arkansas, and Florida. No matter the project or scope, our clients enjoy problem solving and service that goes beyond the expected.



Principles

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

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

Services

CIVIL ENGINEERING

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

LAND SURVEYING

- BOUNDARY/ALTA SURVEYING
- TOPOGRAPHIC SURVEYING
- HYDROGRAPHIC SERVICES
- PHOTOGRAMMETRY (DRONE)
- LIDAR (MOBILE, TERRESTRIAL, DRONE)
- CONSTRUCTION SURVEYING
- GEOGRAPHIC INFO SYSTEMS (GIS)

FIELD SERVICES

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL ENGINEERING
- DRILLING
- CONSTRUCTION INSPECTIONS
- CONSTRUCTION MATERIAL TESTING (CMT)

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WeAreOwn.com
866.866.2741
info@weareown.com

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

January 28th, 2025

City of Joplin
Robert Beachner
602 S. Main Street
Joplin, MO, 64801

Re: OWN Proposal # PJO32-25-0130
20th Street Improvements
20th Street, Schifferdecker Ave. to Central City Rd.

Dear Robert Beachner,

OWN, Inc. appreciates the opportunity to provide City of Joplin ("Client") with a letter of agreement for materials testing and construction observation services for 20th Street Improvements ("Project"). We understand the project will be along W. 20th Street, Joplin, Missouri, and consists of widening as well as new improvements to 20th Street from Schifferdecker Avenue to Central City Road. Please find our proposed Scope of Services for this project outlined below.

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

SCOPE OF SERVICES

After reviewing the project plans, specifications, and the predicted schedule provided by Emery Sapp and Sons, we anticipate the following items of work and number of trips for the above-mentioned project:

MATERIALS TESTING AND CONSTRUCTION OBSERVATION SERVICES

ITEMS OF WORK (Field Observation)	UNITS	UNITS	PRICE PER UNIT	TOTAL COST
SITE WORK				
Compaction Testing of Fill and Backfill (Roadway Widening) (20 Trips)	hr	60	82.00	$4,920.00
Compaction Testing of Base Rock (Roadway Widening) (40 Trips)	hr	120	82.00	$9,840.00
Sample Pickup (1 Trips)	hr	2	82.00	$ 164.00
			SUBTOTAL	$14,924.00

CONCRETE				
Concrete Pavement, Truck Aprons (3 Trips)	hr	9	82.00	$ 738.00
Misc. Concrete (Sidewalks, Curbs, Driveways, Etc.) (130 Trips)	hr	390	82.00	$31,980.00
Cylinder Pick up (133 Trips)	hr	133	82.00	$10,906.00
			SUBTOTAL	$43,624.00

ASPHALT				
Field Density Testing (29 Trips)	hr	116	82.00	$9,512.00
Asphalt Sampling and Delivery (5 Trips)	hr	15	82.00	$1,230.00
			SUBTOTAL	$10,742.00

ITEMS OF WORK (Materials Testing and Reporting)	**UNITS**	**UNITS**	**PRICE PER UNIT**	**TOTAL COST**
Concrete Compression Test	cyl.	500	16.00	$8,000.00
Moisture-Density Relationship (Proctor)	ea	1	280.50	$ 280.50
Field Density (Compaction Test)	ea	300	17.50	$5,250.00
Atterberg Limits (Soil)	ea	1	89.50	$ 89.50
Asphalt Extraction & gradation	ea	5	248.00	$ 1,240.00
Grain Size	ea	5	122.50	$ 612.50
Clerical	ea	20	75.00	$1,500.00
Support Vehicle Mileage ($0.97 per mile)	trip	361	10 0.97	$3,501.70
Lab Manager (Reporting & Supervision)	hr	80	140.00	$11,200.00
			SUBTOTAL	$31,674.20

Estimated Subtotal = $100,964.2

Estimated Subtotal (Adjusted for 2026 rates) = $104,497.95

The above estimated subtotal is based on OWN's current 2025 Fee Schedule. Typical cost increases per calendar year are expected not to exceed 7%. Charges for our services would be made on a unit price basis in accordance with the appropriate years FEE SCHEDULE for the items anticipated on this project. Field Services Prior to 7:00 am and or after 5:00 pm will be assessed at an overtime rate and are currently not included in the cost.

Reimbursable Expenses

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

Assumptions

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

- Our proposal is based on an on-call basis and not full-time on-site observation. Any of the activities itemized in the scope of services above that are deemed unnecessary by the architect, engineer, or owner may reduce the total cost. Actual fees will be based on the number of units requested.
- This estimate is for construction testing and observation services only. Special inspections can be provided upon request.
- The above trips and technician's hours are estimated based on an assumed contractor's construction schedule. The contractor should contact us if modifications to this estimate are necessary based on the anticipated schedule.
- A set of concrete tests will include a set of 5 concrete test cylinders, a slump test, a temperature test, and an air content test when required; 4"x 8" cylinders will be used.
- This estimate assumes that conditions found during construction of this phase are consistent with the project plans. Extra work required by unforeseen conditions not included above.
- Compaction Tests are to be conducted at a rate of 1 Test per 2,500 square feet of building area and 1 per 5,000 square feet of parking area per lift (minimum of 3 per lift).
- Should asphalt cores be needed, the asphalt contractor should cut the cores and backfill the holes with compacted hot-mix asphalt. The cores shall be provided to OWN for measurement and testing.

Additional Service Items

There are many additional, related services that OWN could perform, but this proposal is limited in nature, and this proposal does not include any design services, geotechnical exploration, land surveying, or any other service not expressly listed above. Should Client request work not specifically described and included in this Agreement, OWN shall provide the Client with a written scope and fee for these services. OWN shall not commence work on additional services without Client's prior approval in writing or as otherwise authorized.

This proposal is based on an estimated number of trips and testing frequency that are consistent with the standard of care in the area. Retesting and additional services will be billed according to our current fee schedule. This estimate does not include full time special inspection as required by the 2018 IBC.

Overtime, considered to be work over 8 hours per day, work between 6PM and 6AM outside of regular working hours, or Saturdays, Sundays, and Holiday work, will be charged at 1.5 times the hourly rate.

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

COMPENSATION

Compensation for OWN's services shall be hourly services in accordance with the current OWN, Inc. fee schedule attached hereto. The OWN, Inc. Fee Schedule is subject to adjustment on an annual basis from the date of this agreement. Reimbursable expenses are in addition to the amounts shown herein.

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

SCHEDULE FOR SERVICES

Unless otherwise agreed, OWN would expect to begin performing its services under this Agreement promptly upon Client signature with a mutually agreed schedule thereafter, exclusive of delays beyond OWN's control. We ask that we receive a minimum of 24-hours' notice prior to any required observations.

TERMS AND CONDITIONS

1. General Conditions and our Fee Schedule (if hourly) are provided for Client review and approval and are made part of this Agreement. OWN's fee schedule is subject to annual calendar year adjustments.

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

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

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

Sincerely,

OWN, Inc.

Jesse Thomas
Materials Testing Department Manager

Joshua Oathout
Office Leader

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

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

City of Joplin

Signature: _____

Name: _____

Title: _____

Date: _____

Client Representative (if different from above): _____

Client Accounts Payable Information

AP Contact Name: _____ AP Contact Phone Number: _____

AP Email Address: _____

GENERAL CONDITIONS
TO PROPOSED LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by OWN as instruments of service pursuant to this Agreement, shall be the sole property of OWN. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and shall not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by OWN, pursuant to this Agreement, be used at any location or for any Project not expressly provided for in this Agreement without the written permission of OWN. Any unauthorized use or modification of such documents shall be at CLIENT'S sole risk and CLIENT shall indemnify, defend and hold harmless OWN against any liability arising from or related to such unauthorized use or modification. At the request and expense of the CLIENT, OWN will provide the CLIENT with copies of documents created in the performance of the work for a period not exceeding one year following completion of service.

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

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

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

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

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

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

9. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: OWN

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

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

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

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

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

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

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

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

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

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

OWN, Inc. Fee Schedule

Engineering beyond.™

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

OWN, INC., BY _____ EFFECTIVE: 01/01/2025 THRU 12/31/2025

Jerrod Hogan, PLS, C.E.O.

BASIC CHARGES

PERSONNEL (HOURLY RATES):

SENIOR PROJECT MANAGER	$247 - $260
PROJECT MANAGER	$225 - $235
SENIOR PROJECT ENGINEER	$234 - $251
PROJECT ENGINEER	$177 - $213
SENIOR CIVIL ENGINEER	$202 - $246
CIVIL ENGINEER	$126 - $184
SENIOR CIVIL DESIGNER	$185 - $203
CIVIL DESIGNER	$103 - $168
SENIOR CIVIL CAD TECHNICIAN	$167 - $184
CIVIL CAD TECHNICIAN	$93 - $152
CIVIL TECHNICIAN	$103 - $141
SENIOR STRUCTURAL ENGINEER	$198 - $243
STRUCTURAL ENGINEER	$141 - $185
SENIOR BRIDGE ENGINEER	$198 - $243
BRIDGE ENGINEER	$141 - $185
SENIOR STRUCTURAL DESIGNER	$179 - $197
STRUCTURAL DESIGNER	$121 - $163
STRUCTURAL TECHNICIAN	$108 - $156
BRIDGE TECHNICIAN	$108 - $156
SENIOR GEOTECHNICAL ENGINEER	$194 - $240
GEOTECHNICAL ENGINEER	$141 - $174
SENIOR PROJECT GEOLOGIST	$172 - $193
PROJECT GEOLOGIST	$136 - $159
INTERN	$92 - $111
SENIOR ENVIRONMENTAL SPECIALIST	$174 - $195
ENVIRONMENTAL SPECIALIST	$138 - $162
DRILLING TECHNICIAN	$68 - $114
PROJECT INSPECTOR	$101 - $183
CMT TECHNICIAN I - V	$68 - $107
CMT SPECIALIST I - III	$118 - $152
PROJECT SURVEYOR	$174 - $195
ASSOCIATE SURVEYOR	$114 - $147
SENIOR SURVEY CAD TECHNICIAN	$135 - $152
SURVEY CAD TECHNICIAN	$93 - $119
SURVEY CREW CHIEF	$103 - $149
SURVEY TECHNICIAN	$78 - $127
ONE PERSON SURVEY CREW	$165 - $186
TWO PERSON SURVEY CREW	$210 - $228
THREE PERSON SURVEY CREW	$278 - $292
FOUR PERSON SURVEY CREW	$347 - $368
SENIOR GIS TECHNICIAN	$172 - $193
GIS TECHNICIAN	$119 - $152
OFFICE LEADER	$261 - $276
DEPARTMENT MANAGER	$209 - $262
CLIENT MANAGER	$172 - $180
SENIOR PROJECT COORDINATOR	$150 - $172
PROJECT COORDINATOR	$86 - $133
ASSISTANT CLIENT MANAGER	$135 - $147

EXPENSES & EQUIPMENT CHARGES:

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

REIMBURSABLES

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

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

1.5 TIMES THE HOURLY RATE.

HOURLY RATES:

APPLY TO MEETINGS AND TRAVEL TIME

DEPOSITION OR COURT TESTIMONY:

1.5 TIMES THE HOURLY RATE

MININUM CHARGE:

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

HAZARDOUS OPERATION CHARGE:

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

FIELD TESTING AND INSPECTION CHARGES:

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

LABORATORY TEST CHARGES:

AGGREGATES (ASTM)	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	$197.50
L.A. ABRASION, LARGE AGG. (C535)	$241.00
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	$332.50
SULFATE SOUNDNESS TEST (C88): 10-CYCLE	$463.00
SULFATE SOUNDNESS TEST (C88): 20-CYCLE	$655.00
SIEVE ANALYSIS, DRY AGG. (C136)	$81.00
SIEVE ANALYSIS (C117)	$99.00
SIEVE ANALYSIS (C117, C136)	$122.50
SPECIFIC GRAVITY, FINE AGG. (C128)	$89.50
SPECIFIC GRAVITY, COARSE AGG. (C127)	$89.50
LIGHTWEIGHT PIECES IN AGG. (C123)	$139.00
ORGANIC IMPURITIES (C40)	$81.00
FLAT & ELONGATED PIECES (D4791)	$122.50
DELETERIOUS MATLS (MODOT TM71)	$107.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	$132.00
DRY RODDED UNIT WEIGHT (C29)	$57.00

MASONRY TESTS (ASTM)	
COMPRESSIVE STRENGTH 4" BLOCK	$40.00
COMPRESSIVE STRENGTH 6" BLOCK	$50.00
COMPRESSIVE STRENGTH 8" BLOCK	$68.50
COMPRESSIVE STRENGTH 12" BLOCK	$114.00
COMPRESSIVE STRENGTH MORT/GR CUBE	$18.50
GROUT PRISM	$18.50
MORTAR CYLINDER (2" X 4")	$18.50
ABSORPTION, MASONRY BLOCK	$66.50
LINEAR SHRINKAGE (SET OF 3)	$496.50

BITUMINOUS TESTING	
ASPHALT CONTENT	$148.50
ASPHALT CONTENT & AGG. GRADATION	$248.00
SIEVE ANALYSIS EXTRACTION	$122.50
MARSHALL TEST, FIELD - 3 PUCKS	$122.50
MARSHALL TEST, LAB - 3 PUCKS	$181.50
RETAINED STABILITY	$280.50
ASPHALT CORE DENSITY, EACH	$40.00
THEORETICAL MAX. DENSITY	$197.50

CONCRETE/ROCK CORE	
CORE TRIM & TEST	$65.75
THICKNESS (AASHTO T148/ASTM C174)	$37.25

SOIL TESTS (ASTM)	UNIT CHARGE
ATTERBERG LIMITS (D4318)	$89.50
ATTERBERG LIMITS - CH (D4318)	$130.50
SWELL TEST, 1/16 TSF (D4546)	$241.00
SWELL PRESSURE (D4546)	$455.50
SHRINKAGE LIMIT (D4643)	$89.50
MOISTURE CONTENT (2216)	$10.00
SIEVE + HYDROMETER	$223.00
HYDROMETER ONLY (D422)	$122.50
USCS CLASSIFICATION	$41.50
PERCENT PASSING #200	$66.50
SPECIFIC GRAVITY (D845)	$114.00
UNCONFINED COMPRESSION	$79.00
UNCONFINED/TRIAXIAL, REMOLDED	$122.50
TRIAXIAL TEST, PP, CU w/PP /POINT	$624.00
ORGANIC MATTER (D2974-C)	$81.00
PENETROMETER	$7.50
SAMPLE PREP, PER HOUR	$79.00
SHELBY TUBE DENSITY	$50.00
RESISTIVITY, 1 POINT	$96.00
RESISTIVITY, MINIMUM	$110.00
Ph TEST	$81.00
CONSOLIDATION TEST, TO 8 TSF	$629.00
CONSOLIDATION TEST, >8 TSF 1 POINT	$81.00
CALIFORNIA BEARING RATIO, LAB, /PNT	$187.00
PERMEABILITY, FALLING HEAD 4" MOLD	$593.50
PERMEABILITY, FLEXIBLE WALL	$686.50
PERMEABILITY CONSTANT HEAD	$593.50
PERMEABILITY, FALLING HEAD UNDISTURBED	$717.50

LABORATORY COMPACTION TESTS	
MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH. A & B	$237.50
STD. PROCTOR (D698), MTH. C	$280.50
STD. PROCTOR (D698), 1 POINT	$83.00
MOD. PROCTOR (D1557), MTH. A & B	$290.50
MOD. PROCTOR (D1557), MTH. C	$392.00
MOD. PROCTOR (D1557), 1 POINT	$92.00
RELATIVE DENSITY	$594.50

CONCRETE TESTING	
6" X 12" CYLINDER, TESTED AND MOLD	$22.00
4" X 8" CYLINDER, TESTED AND MOLD	$16.00
SAW CONCRETE CYLINDER	$37.00
BEAM FLEXURAL STRENGTH	$52.00
CONCRETE BEAM, NOT TESTEED	$29.50
SAMPLE PREP, CLIENT MADE (5 CYLS.)	$42.50

DRILLING SERVICES CHARGES:

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

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

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

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