

THE CASS COUNTY COMMISSION

Date and time posted 6-29-16 at 2:30 pm

Notice is hereby given that the
Cass County Commissioners will conduct a meeting

on

Thursday, June 30, 2016

at the Cass County Historic Courthouse,

The tentative agenda of this meeting includes:

2:30PM *Commission Meeting*

- 1. Call to Order*
- 2. Roll Call*
- 3. Pledge*
- 4. Accept the Agenda as Presented*
- 5. Approval of Minutes of June 16, 2016 Meeting*
- 6. Cass County Road and Bridge Salt and Sand Bid Recommendations*
- 7. Resolution No. 16-26 – Approval of Supplemental Agreement No. 1 To Engineering Services Contract with Cook, Flatt & Strobel Engineers P.A. – Cass County Road and Bridge Department*
- 8. Resolution No. 16-27 – Approval of Agreement for Professional Services with Troutt, Beeman & Co. P.C. for 2015 Cass County Audit*
- 9. Misc*
- 10. Public Comment*
- 11. Commissioner Communications*
- 12. Adjourn*

The tentative agenda of this meeting also includes a vote to close part of the meeting pursuant to RSMo Sections 610.021.1 (Legal); 610.021.2 (Real Estate); 610.021.3 (Personnel actions); 610.021.13 (Personnel Records); and 610.021.17 (confidential communications with auditor); 610.021.12 (Contract Negotiations). All meetings are handicap accessible. Copies of the agenda are located outside the Cass County Clerk's Office, First Floor, Cass County Courthouse. Representatives of the media may obtain copies of this notice and Copies of CD's of Commission Meetings (fee of \$5 for CD) by contacting: the County Clerk's Office, Cass County Courthouse, 102 E. Wall St., Harrisonville, MO 64701, or by calling: 816-380-8106

Commission Meeting Minutes June 16, 2016

The Cass County Commission convened on June 16, 2016 at 2:35 P.M. for the 9th day of the April term, with those present as follows:

Jeff Cox
Luke Scavuzzo
Jimmy Odom
Mike Vinck

Presiding Commissioner
Associate Commissioner District 1
Associate Commissioner District 2
County Clerk

Presiding Commissioner Jeff Cox called to order the regular meeting at 2:35 pm.

1. Call To Order:

2. Roll Call:

*Presiding Commissioner Jeff Cox – present
Associate Commissioner District 1 Luke Scavuzzo – present
Associate Commissioner District 2 Jimmy Odom – present*

3. Accept the Agenda as Presented:

Commissioner Odom made a motion to approve the agenda. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.

4. Approval of Minutes of June 2, 2016 Meeting:

Commissioner Scavuzzo made a motion to approve the minutes of June 2, 2016 meeting. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

5. Resolution No. 16-24 – Agreement with Cook, Flat & Strobel Engineering P.A. for Services:

Commissioner Odom made a motion to approve Resolution No. 16-24. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands. Road and Bridge Director Terry Faulkenberry gave a brief on this item.

6. PO Request from Sheriff's Office for Toughbook's and keyboards:

Commissioner Scavuzzo made a motion to approve the purchase order request. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

7. Misc:

None.

8. Public Comment:

None.

9. Commissioner Communications:

None.

13. Adjourn:

.....
Commissioner Odom made a motion to adjourn the Commission meeting at 2:40 pm.
Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor
with a show of hands.
.....

(CDs are available in the County Clerk's Office of all Public Hearings and Meetings for a fee of
(\$5.00)

Jeff Cox
Presiding Commissioner

Luke Scavuzzo
Associate Commissioner District 1

Jimmy Odom
Associate Commissioner District 2

Michael J. Vinck
County Clerk



TERRY FAULKENBERRY, SUPERINTENDENT
CASS COUNTY ROAD & BRIDGE
816-380-8362
TERRYF@CASSCOUNTY.COM
30508 SOUTH WEST OUTER ROAD
HARRISONVILLE, MISSOURI 64701



June 27, 2016

Dear Commissioners,

In preparation of purchasing salt and sand for the upcoming months we have advertised and received only one bid for Sodium Chloride Rock Salt and one bid for Concrete / Ice Control Sand. Both of the product bids were submitted from R.L. Hannah & Sons Trucking Company.

It is my recommendation that Cass County award these bids for both the Sodium Chloride Rock Salt and Concrete / Ice Control Sand to R. L. Hannah & Sons Trucking Company. Salt was bid at the delivered price of \$67.50 per ton and Concrete / Ice Control Sand was bid at the delivered price \$17.45 per ton. Bid pricing will be valid from June 2016 through June 2017. Hannah Trucking is a friendly local business and has been adequately meeting the salt / sand demands of Cass County for many years.

Respectfully,

A handwritten signature in cursive script that reads "Terry Faulkenberry".

Terry Faulkenberry
Superintendent

BID NOTICE

Cass County Road and Bridge Department is accepting bids for Sodium Chloride Rock Salt, Medium Concrete Sand and Ice Control Sand; bid prices are to be based on delivery to the storage building located on Jefferson Parkway in Harrisonville, Missouri, and prices valid through June of 2017. To obtain a copy of the bid specification forms and for any questions regarding the bidding process contact Cass County Road & Bridge Office Administrator Kelly Wray at 30508 SW Outer Road, Harrisonville, Missouri or call (816) 380-8361. Bid proposals are due no later than Monday, June 27, 2016.

Cass County reserves the right to reject any and all bids to determine best value for selection.

June 8, 2016

Affidavit of Publication Date: June 13, 2016

STATE OF MISSOURI)
COUNTY OF CASS)ss.

I, Betty J. Beason, being duly sworn according to law, state that I am the Publisher of the Pleasant Hill Times, a weekly newspaper of general circulation in the County of Cass, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Pleasant Hill, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri, 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper in the following consecutive issues:

1st
Insertion, Vol. 129 No. 41, 8th day of June, 2016


Betty J. Beason, Publisher
Pleasant Hill Times

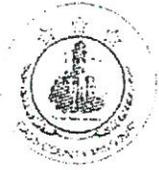
Subscribed and sworn to before me on this 13th day of June, 2016


Notary Public

My commission expires 6-2-17



REBECCA L. WILSON
My Commission Expires
June 2, 2017
Cass County
Commission #13483008



CASS COUNTY ROAD & BRIDGE DEPARTMENT
 30508 SOUTH WEST OUTER ROAD
 HARRISONVILLE, MISSOURI 64701
 Phone: (816) 380-8361
 FAX: (816) 380-8365



Sodium Chloride 2016/2017 Bid Specifications

Sodium Chloride 95% - w/ gradation requirements as follows:

Sieve Size	Percent Passing (by weight)
1/2 inch	100
3/8 inch	95-100
No.4	15-95
No.8	5-65
No.30	0-15

- Bid prices to be based on delivery to storage building located on Jefferson Parkway Harrisonville, Missouri in Cass County.
- To accomplish on time deliveries a cooperative effort between salt suppliers, haulers, and County personnel is expected; delivery of product is due within 60 days from date of order. All deliveries are to be made during normal Road & Bridge working hours unless prior arrangements with County Superintendent have been made.
- Prices valid through June 2017.
- If the bidder desires to limit the amount of salt orders which will be accepted under this bid please indicate the specified amount.

Product Name	Price Per Ton Delivered
Sodium Chloride Rock Salt	67.50/ton

Specification Notes: _____

Vendor Company Name: R.L. Hannah & Sons Trucking, Inc.

Vendor Company Address: P.O. Box 508
Harrisonville, Mo. 64701-0508

Vendor Phone Number: 816-380-4510

Vendor Fax Number: 816-884-3176

Vendor Contact Name: Sharon Green

E-mail Address: sharon@rlhannahtrucking.com



CASS COUNTY ROAD & BRIDGE DEPARTMENT
 30508 SOUTH WEST OUTER ROAD
 HARRISONVILLE, MISSOURI 64701
 Phone: (816) 380-8361
 FAX: (816) 380-8365



Sand 2016/2017 Bid Specifications

Sand

Required Specifications:

- Bid prices to be based on delivery to storage building located on Jefferson Parkway Harrisonville, Missouri in Cass County.
- To accomplish on time deliveries a cooperative effort between sand suppliers, haulers, and County personnel is expected; delivery of product is due within 60 days from date of order. All deliveries are to be made during normal Road & Bridge working hours unless prior arrangements with County Superintendent have been made.
- Prices valid through June 2017.
- If the bidder desires to limit the amount of sand orders which will be accepted under this bid please indicate the specified amount.

Medium Concrete Sand	Delivered Price Per Ton	\$ 17.45/ton
Ice Control Sand	Delivered Price Per Ton	\$ 17.45/ton

Specification Notes: _____

Vendor Company Name: R.L. Hannah & Sons Trucking, Inc.

Vendor Company Address: P O Box 508
Harrisonville, MO. 64701-0508

Vendor Phone Number: 816-380-4510

Vendor Fax Number: 816-884-3176

Vendor Contact Name: Sharon Green

E-mail Address: sharon@rlhannahtrucking.com

Certified Copy of Record

STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the April Term, 2016, held on the 30th day of June, 2016 amongst others, were the following proceedings:

RESOLUTION NO. 16-26 OF THE CASS COUNTY COMMISSION

APPROVING OF SUPPLEMENTAL AGREEMENT NO. 1 TO ENGINEERING SERVICES CONTRACT WITH COOK, FLATT & STROBEL ENGINEERS P.A.

BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT, the Commission hereby approves Resolution No. 16-26 approving Supplemental Agreement No. 1 to Engineering Services Contract with Cook, Flatt & Strobel Engineers P. A. . The County Commission is hereby authorized to sign the necessary documents on behalf Cass County, Missouri, and to take all other action necessary to facilitate this Order. (see attached)

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THIS 30TH DAY OF JUNE, 2016.

Jeff Cox
Presiding Commissioner

Luke Scavuzzo
Associate Commissioner
Dist. 1

Jimmy Odom
Associate Commissioner
Dist. 2

ATTEST:



Michael J. Vinck, County Clerk
Clerk of the Commission

**SUPPLEMENTAL AGREEMENT NO. 1
TO
ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement dated November 15, 2015 between the County of Cass and Cook, Flatt and Strobel Engineers for design and construction inspection of project BRO-B019(34). The purpose of this Supplemental Agreement is to provide Geotechnical Engineering Services. These additional services shall be in an amount not to exceed Four Thousand Eight Hundred Fifty Dollars (\$4,850.00) without further authorization. The total Design Phase services shall be in an amount not to exceed Fifty-Five Thousand Three Hundred Ninety Three Dollars and Eight Cents (\$55,393.08). Attachment A outlines the cost breakdown for this Supplemental Agreement.

Supplement Agreement No. 1 accepted as defined herein:

OWNER: _____

ENGINEER: Cook, Flatt and Strobel Engineer

BY: _____

BY: Robert S. Chamber

TITLE: _____

TITLE: President

DATE: _____

DATE: June 22, 2016

ATTEST:

BY: _____

BY: King Blair

TITLE: _____

TITLE: Chairman

DATE: _____

DATE: June 22, 2016

Executed by the County on the ____ day of _____, 20__.

**ATTACHMENT A
SUPPLEMENTAL AGREEMENT NO. 1
June 22, 2016**

Design Phase Services (Additional):

	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Engineer	0	\$75.00	\$0.00
Clerical	0	\$34.25	\$0.00
 Subtotal			 \$0.00
Payroll Overhead @ 59.95%			\$0.00
General and Administrative Overhead @ 98.27%			\$0.00
 Other Direct Costs			
Geotechnical Engineering Services			\$4,850.00
Subtotal			\$4,850.00
Fixed Fee (available only for significant supplemental agreements)			\$0.00
 Total Supplemental Agreement No. 1 Summary (Construction or Design Phase):			 \$4,850.00
 Original Agreement			\$50,543.08
Supplemental Agreement			\$4,850.00
 Total			 \$55,393.08

June 20, 2016

Mr. Robert S. Chambers, P.E.
Cook, Flatt & Strobel Engineers, P.A.
2930 SW Woodside Drive
Topeka, Kansas 66614

**Subject: Proposal for Geotechnical Engineering Services
Replacement Bridge No. 40700041
SW ¼ of Section 26, T45N, R30W
Cass County, Missouri**

Dear Bob:

We are pleased to present this proposal to provide subsurface exploration and geotechnical engineering services for the proposed replacement bridge to be located on E 243rd Street over Camp Branch Creek, about ½ mile east of the Town of East Lynne in Cass County, Missouri. The primary objectives of the exploration will be to determine the subsurface conditions at the proposed replacement bridge site, to analyze these conditions as they relate to the proposed construction, and to provide foundation design recommendations.

Since this is not a new bridge site, the proposed scope of work does not include an evaluation of the stability of the side slopes of the new abutments and/or embankment sections. Included in this proposal is a brief summary of our understanding of the project, the scope of services we can provide, and an estimate of our fees and schedule.

Project Description - We understand that the proposed replacement bridge will be a three span (30-40-30 foot) pre-engineered, precast box beam span structure. The bridge will have an overall length of approximately 100 feet and will be designed to accommodate a 25 ± foot wide roadway. It is understood that the alignment of the new bridge will coincide with the alignment of the existing bridge. We have assumed that grade modifications for the new bridge will require up to 5 feet of new fill in the east abutment area. The proposed bridge will be supported on the abutments on either side of the stream and on two intermediate bridge piers. The Project Engineer indicated that the new bridge was designed for HL-93 loading.

Scope of Services - Based on the available information, we propose drilling two (2) exploratory test borings for this project, one (1) boring at each of the abutment areas. The depths of the test borings will depend on the actual subsurface conditions encountered at the site. It is anticipated that borings drilled to depths of about thirty-five (35) to forty (40) feet will provide the necessary design information.

The field work for this project will be performed under the direct supervision of a geotechnical engineer, who will determine the depths and sampling sequence for each boring. The borings will be performed by an experienced drill crew.

Samples of the overburden soils and bedrock units will be obtained at selected intervals using thin-walled Shelby tube samples (ASTM D-1587) in cohesive soils and the split-barrel sampler (ASTM D-1586) in granular soil, miscellaneous fill, weathered bedrock or other hard materials. Samples will be obtained every five (5) feet or change of material for the entire depth of the borings. The borings will extend at least ten (10) feet into the underlying bedrock. If we are unable to drill into the bedrock with our flight augers, the bedrock will be cored using NQ3 size diamond bit coring equipment.

Laboratory testing will also be performed in accordance with our standard procedures wherein unconfined compressive tests, water content and density tests are routinely performed on representative portions of the thin-walled tube samples. When samples are deformed or of insufficient size for unconfined compression tests, a calibrated hand penetrometer will be used to estimate the approximate strength of the sample. Split-barrel samples are normally tested for water content and, where appropriate, the consistency of the soil is estimated with a calibrated hand penetrometer.

The results of the exploration, including the substantiating data and our recommendations, will be presented in a written report prepared by a registered professional engineer. The report will include recommendations for design and construction of spread footings, driven piling and/or drilled pier foundations, whichever is applicable for this site.

Estimated Fees – GeoSource will perform the scope of service outlined above for a lump sum fee of \$4,850.00. If it is necessary to drill the borings to depths greater than forty (40) feet in order to reach suitable bedrock, there will be an additional charge of \$24.00 per foot. If subsurface conditions are encountered that require major revisions in the subsurface exploration program and/or result in higher costs, we will contact you prior to proceeding with any additional work to discuss the matter and obtain authorization to proceed. Unless otherwise directed, our invoice will be submitted directly to Cook, Flatt & Strobel Engineers, Inc. upon completion of our services.

Conditions - The Client will be required to provide right-of-entry to conduct the exploration. GeoSource will contact "DIGRITE" and arrange for them to locate the underground utility lines that are in the vicinity of the planned boring locations. We can normally offset the test borings to avoid either underground or overhead utilities that may conflict with the planned locations of the borings. All of the borings will be properly backfilled and the existing bridge deck will be patched at the completion of the field work.

The lump sum price given above includes a cost for GeoSource personnel to provide approximate layout of the borings using a cloth tape to measure distances from the existing bridge or other available reference features. Right angles for locating the borings will be estimated. The surface elevations of the borings will be determined using an engineer's level and rod. The elevations will be referenced to an onsite bench mark established by the Engineer or to a temporary bench mark selected by GeoSource.

Our proposal is based on all borings being readily accessible to normal truck-mounted equipment at the time that the borings are performed. Because the existing bridge is relatively narrow, we will need Cass County to close the bridge and to provide temporary barriers and/or signs while the borings are being completed. It is anticipated that it will be necessary to close the bridge for two (2) to three (3) days while the borings are being performed. If the road must remain open and GeoSource is required to provide flagmen, there will be an additional charge of \$650.00 per day. GeoSource will contact Cass County at least three (3) days in advance of the planned drilling date, so that the public can be notified of the planned road closure.

Performance Schedule - We will mobilize our drill crew and begin the field work within fifteen (15) to twenty (20) days after we receive written notice to proceed. We expect that the field work will take two (2) to three (3) days to complete. We will perform the remainder of our work and provide the County and the Engineer with one (1) electronic copy and one (1) bound copy of our finished report within ten (10) days after completion of the field work.

Construction Testing Services - The lump sum fee, previously given in this proposal, does not include any costs for observation and testing services during construction. GeoSource would be pleased to prepare an estimated work scope and budget for construction testing services after the design plans and specifications have been completed.

If our proposal is acceptable, please return a signed copy of the enclosed Notice-to-Proceed and Acceptance of Agreement to this office, as our formal authorization to proceed. Please note the attached General Conditions are an integral part of this proposal. Unless otherwise instructed, invoices will be submitted to the undersigned firm. If time is a critical factor, we are prepared to schedule our field exploration based on a signed facsimile of this agreement.

Thank you for the opportunity to submit this proposal. If you have questions regarding this proposal or require additional information, please contact us at your convenience.

Respectfully submitted,

GeoSource, LLC



John J. Zey, P.E.
Principal

Enclosures: General Conditions

Proposal for Geotechnical Services
Cass County Bridge No. 40700041
June 20, 2016
Page 4

GEOSOURCE

NOTICE-TO-PROCEED AND ACCEPTANCE OF AGREEMENT

PROJECT: Replacement Bridge No. 40700041

LOCATION: SW ¼ of Section 26, T45N, R30W, Cass County, Missouri

By signing this agreement, you will be responsible for all charges and are acting on behalf of your firm. You also acknowledge receiving, reading and agreeing to the *General Conditions*, which are attached to this proposal/contract.

BY: _____
(Print Name of Individual)

FOR: _____
(Print Name of Firm)

BILLING ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

SIGNATURE: _____ DATE: _____

Please fax Notice-to-Proceed to (785) 272-7203 as soon as possible and return a signed original for our records.

GENERAL CONDITIONS

1. **STANDARD OF CARE:** GeoSource, LLC, its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "GeoSource, LLC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. GeoSource, LLC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.
2. **USE OF DOCUMENTS:** Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of GeoSource, LLC is prohibited. GeoSource, LLC shall retain ownership thereof. The Client may retain copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project.
3. **INSURANCE:** GeoSource, LLC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, GeoSource, LLC will maintain Professional Liability Insurance in the amount of \$2,000,000.00 for GeoSource, LLC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.
4. **NO GUARANTEE:** GeoSource, LLC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. GeoSource, LLC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.
5. **INDEMNIFICATION/HOLD HARMLESS:** GeoSource, LLC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from GeoSource, LLC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by GeoSource, LLC or anyone for whom GeoSource, LLC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless GeoSource, LLC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. GeoSource, LLC is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of GeoSource, LLC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility. Client is not obligated to indemnify GeoSource, LLC in any manner whatsoever for GeoSource, LLC's own negligence.
6. **DISPUTES:** Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with rules agreed to by the parties.
7. **ASSIGNMENT OR SUBLETTING OF CONTRACT:** Neither party shall assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of the other party. This Agreement shall be binding upon the parties, their successors and assigns.
8. **NON PAYMENT/TERMINATION OF AGREEMENT:** If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, GeoSource, LLC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until GeoSource, LLC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to GeoSource, LLC for the value of services rendered up to the time of termination.
9. **DIFFERING SITE CONDITIONS:** The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. GeoSource, LLC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold GeoSource, LLC harmless from all claims for Differing Site Conditions, provided GeoSource, LLC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.
10. **EXTRA WORK:** Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.
11. **FORCE MAJEURE:** The Client shall not hold GeoSource, LLC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of GeoSource, LLC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.
12. **AGREEMENT SOLELY FOR PARTIES' BENEFIT:** This agreement is solely for the benefit of GeoSource, LLC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of GeoSource, LLC or Client in favor of such third parties.
13. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, GeoSource, LLC's total liability to Client is limited to our fee or \$25,000.00, whichever is less, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability

Certified Copy of Record

STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the April Term, 2016, held on the 30th day of June, 2016 amongst others, were the following proceedings:

RESOLUTION NO. 16-27 OF THE CASS COUNTY COMMISSION

APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES WITH TROUTT, BEEMAN & CO. P.C. FOR 2015 CASS COUNTY AUDIT

BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT, the Commission hereby approves Resolution No. 16-27 approving Agreement for Professional Services with Troutt, Beeman & Co. P.C. for 2015 Cass County Audit. Approximate cost to be between \$15,000 an \$20,000. The County Commission is hereby authorized to sign the necessary documents on behalf Cass County, Missouri, and to take all other action necessary to facilitate this Order. (see attached)

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THIS 30TH DAY OF JUNE, 2016.

Jeff Cox
Presiding Commissioner

Luke Scavuzzo
Associate Commissioner
Dist. 1

Jimmy Odom
Associate Commissioner
Dist. 2

ATTEST:



Michael J. Vinck, County Clerk
Clerk of the Commission

June 2, 2016

The Honorable Commissioners
Cass County, Missouri
Cass County Courthouse
Harrisonville, Missouri 64701

Dear Commissioners:

We are pleased to confirm our understanding of the services we are to provide Cass County, Missouri.

This agreement is for accounting and consulting services assisting the County in preparing for its 2015 audit. These services include, but are not limited to, the following:

1. Reviewing schedules prepared by County staff for the external audit.
2. Reviewing and consulting with County staff on financial statements and disclosures.
3. Assisting County staff in responding to inquiries from the external auditor's during the audit.

Our fees for these services will be billed according to the level of staff assigned to the engagement. A range of \$145 to \$200 an hour will be billed, depending on the complexity of the issue and the staff assigned. We anticipate the cost to be between \$15,000 and \$20,000. Periodic billings for these services will be made as the work is performed and are payable upon presentation.

We intend to utilize the staff of the Auditor's office whenever possible to make the use of our time more effective and efficient for the County.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform you of any that come to our attention, unless clearly inconsequential. In addition, we have no responsibility to identify and communicate any significant deficiencies or material weaknesses in your internal control as part of this engagement.

Cass County, Missouri
June 2, 2016
Page Two

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our services. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign one copy of the letter and return it to us. The second copy is for your files.

Sincerely,

Troutt, Beeman & Co., P.C.

TROUTT, BEEMAN & CO., P.C.
Harrisonville, Missouri

This letter correctly sets forth our understanding of the services to be performed by Troutt, Beeman & Co., P.C. We consent to the terms and conditions described in this letter.

Cass County, Missouri

Accepted By

Date