

COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

THURSDAY 4/25/2019

The Camden County Commission met with Presiding Commissioner Greg Hasty, District #2 Commissioner Don Williams, and District #1 Commissioner Bev Thomas is out of office.

Meeting Agenda

Commissioner Williams made a motion to approve today's agenda as posted. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Hasty (Yes), Commissioner Williams (Yes). Session opened at 12:05 P.M.

Prior Minutes

Commissioner Williams made a motion to table April 9, April 16, April 17, and April 18, 2019 minutes. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Hasty (Yes), Commissioner Williams (Yes).

New Business

Sheriff- Bid Opening- Only one bid is received from Loomis Bros. Equipment Co for the Sheriff's washing machine bid. The total amount of the bid is for \$12,680.00. Commissioner Hasty then made a motion to table the bid for a recommendation from the Sheriff's department. Commissioner Williams seconded the motion. The motion tabled by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes).

R & B CDBG Grant- Road and bridge administrator Lee Schuman stated this is to discuss two ways to allocate the funds. The first way is to complete the work and bill for reimbursement as the project is completed. The second option is open a separate non-interest bearing account and receive all the funds upfront to pay for

the project as work is being completed. Lee stated that his recommendation would be the second option, as this project it to expand over two budget years and is the easiest way for CDBG auditors to see the exact amount being used and what on. Commissioner Hasty then made a motion to approve the setup of the non-interest bearing checking account and receive grant funds upfront at the recommendation of the road and bridge administrator. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes).

County of **CAMDEN** State of Missouri

1 Court Circle NW, Suite 1
Camdenton, Missouri 65020

Presiding Commissioner
Greg Hasty

1st District Commissioner
Beverly Thomas

Office of the
CAMDEN COUNTY COMMISSION

Commission Clerk
Rowland Todd

2nd District Commissioner
Don Williams

RE: Public Hearing to decide between funding options for FR-2018-21 Dry Hollow Road
Drainage Improvements and Paving from the Missouri Community Development Block
Grant Program


Please sign in.

Name	Address	Phone Number	Email
LEE SCHUMAN	872 WINDY RD OSAGE BEACH, MO 65055	417-718-7392	LEE_SCHUMAN@CAMDENMO.ORG
Don Williams	#1 COURT CIRCLE, SUITE 1 CAMDEN, MO 65020	(573) 366-4440	DON_WILLIAMS@CAMDENMO.ORG
Greg Hasty	1 COURT CIRCLE CAMDEN, MO 65020	573-346-4440	greg_hasty@camdenmo.org
Melissa Peters	1 Court Circle, Suite 18 NW Camdenton, MO 65020	573-317-3804	melissa_peters@camdenmo.org

Willow Creek Rd Engineer Contract- Road and bridge administrator Lee Schuman stated he recommended to start on Willow Creek Road first as the materials are deteriorating and has the most cut thru traffic. We are not signing the contract

today, as we need MODOT to finish their part, I wanted to get them ready. Commissioner Williams then made a motion to table the contract for review. Commissioner Hasty seconded the motion. The motion tabled by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes).

Tara Vista Rd Survey Contract- Lee stated this has been in review since 2016 when the owners first talked to him about paving the gravel road. They have already paid the design fee. We will use one of the surveys from the RFQ. They have paid \$6,060 and they have a do not exceed amount of \$6,200.00. With the work that would leave the county short of \$140.00 if it exceeds the prepaid amount. Commissioner Williams then made a motion to approve the contract with Shoreline Survey and Engineering, per the recommendation of the county engineer. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes).

	<i>Shoreline Surveying & Engineering, LLC</i> 3048 Hwy. 52 Eldon, MO 65026 PH: (573) 392-3312
	Civil & Structural Engineering Land Surveying Materials Testing Services
AGREEMENT FOR PROFESSIONAL SERVICES	
SCOPE OF SERVICES: Shoreline agrees to provide the following services for:	
Camden County Commission. (Client): 1 Court Circle Camden, MO 65020	
Services provided to the Client shall include:	
1. Surveying Services as outlined by the Client, Topographic and R.O.W Surveying for Tara Vista Rd.	
Shoreline may also provide other additional services beyond the scope of Basic Services described, if authorized in writing by the OWNER. Such services will be compensated on the basis of Exhibit A Schedule of Rates plus reimbursable expenses as attached.	
COMPENSATION & PAYMENT: The Client agrees to the fees for this service as shown:	
1. \$6,200	
OWNER'S RESPONSIBILITIES: The OWNER shall allow access to the site and provide verbal or written statements regarding preferences or objectives for the proposed project.	
MISCELLANEOUS CONDITIONS: This agreement and Exhibits A & B are the entire agreement between the OWNER and Shoreline. Changes or additions in this Agreement must be in writing and must be signed by both the OWNER and Shoreline. Exhibits A, & B are included as a part of this agreement and all conditions contained within these exhibits are part of the contract between the Owner and Shoreline.	

This Agreement may be amended or extended to include services on subsequent Projects for the OWNER, by written Amendments to this Agreement, including exhibits describing the subsequent Project, Shoreline's Scope of Services, the Compensation and any other additional terms and conditions.

This Agreement contains pages 1-2 inclusive plus Exhibits A, & B.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by this authorized representative, this agreement in duplicate on the respective dates indicated below. Please return one (1) copy of the agreement as our authorization to proceed. Should you have any questions, feel free to contact our office.

Respectfully Submitted,

Accepted By:

Shoreline Surveying & Engineering, LLC.

Camden County Commission

John L. Wood, P.E.

Greg Hastly

Principal

Presiding Commissioner

Date: 4-19-19

Date:

Tara Vista Road

11/6/2018

Quantity Estimate			Cost Estimate		
Item	Quantity	Units	Item	Unit Cost	Cost
Length	1830	LF	Bituminous Asphalt Base	\$ 59.00	\$ 21,535.00
Paved Roadway Width	22	LF	BP-1 Asphalt Pavement	\$ 60.00	\$ 21,900.00
Bituminous Base Thickness	1.5	IN	Base Rock	\$ 7.00	\$ 13,860.00
BP-1 Asphalt Thickness	1.5	IN	Prime Coat	\$ 3.95	\$ 7,070.50
Bituminous Base Quantity	365.0	TONS	Tack Coat	\$ 3.95	\$ 1,591.85
BP-1 Asphalt Quantity	365.0	TONS	RESIDENT MATERIAL TOTAL		\$ 43,435.00
Type V Base Rock	1980.0	TONS	COUNTY MATERIAL TOTAL		\$ 22,522.35
Prime Coat	1790.0	GAL			
Tack Coat	403.0	GAL			
			\$ 23.73 per foot		

Design Fee			Unit Cost	Cost
County Engineer	40	hours	\$ 60.00	\$ 2,400.00
Survey	1830	feet	\$ 2.00	\$ 3,660.00
			TOTAL DESIGN FEE	\$ 6,060.00

This estimate is to pave 2 lanes of Tara Vista Road from the Oak Bend Road intersection to the end of county maintenance and install a turn-around. The asphalt thickness should be 3 inches thick to withstand residential traffic. Paving of the gravel must be approved by the Commission, and the asphalt material will be funded by private parties. This estimate will change next year as asphalt prices fluctuate.

March 2017

Exhibit B
Standard Terms and Conditions of Contract

GENERAL PROVISIONS

1. Assignment. The OWNER and Shoreline respectively, bind themselves, their partners, successors, assigns and legal representatives to those of the other party to this Agreement. Neither the OWNER nor Shoreline shall assign, subcontract or transfer any interest in this Agreement without the written consent of the other.
 2. Should the parties to this Agreement agree to litigation or arbitration proceedings concerning the provisions of or performance under this Agreement, all parties hereby agree beforehand that all litigation or arbitration expenses, including attorneys' fees, witness fees, court costs, and attorney fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.
 3. In the event any provisions of the Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
 4. All documents including Reports, Drawings, and Specifications prepared by Shoreline pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others in connection with the Project or on any other project. Any reuse without written verification or approval by Shoreline for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to Shoreline. OWNER shall indemnify and hold Shoreline harmless from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or attestation will entitle Shoreline to further compensation of fees to be agreed upon by OWNER and Shoreline.
 5. Shoreline shall perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The OWNER shall furnish required information and tender approvals and decisions as expeditiously as necessary for the orderly progress of Shoreline's services and the work.
 6. Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party making the termination. In the event of termination by the OWNER, Shoreline shall be compensated for all services performed to termination notice date, together with reimbursable charges thereon.
 7. Payments for Basic Services rendered and for Reimbursable charges will be due and payable upon presentation of monthly statements by Shoreline. Payments due Shoreline under this Agreement will include a service charge of one and one-half percent (1.5%) per month, or the maximum permissible by applicable law, whichever is less, on any amount not paid within twenty (20) days after the date of billing, plus any and all legal and collection expenses including Shoreline's direct cost and out-of-pocket.
 8. Shoreline may suspend their Services on any Project accruing service charges for delinquency, until Shoreline has been paid-in-full all amounts due, including service charges and collection expenses.
 9. The services performed by Shoreline under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed, or implied is made.
 10. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
 11. Since the engineer has no control over costs of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining price, or over competitive bidding or market conditions, SHORELINE'S opinion of probable total project cost and construction cost provided for herein are to be made on the basis of SOE's best judgment as an experienced and qualified professional engineer, familiar with the construction industry, but cannot and does not guarantee that proposed, bids or actual total project or construction costs will not vary from the from options or probable costs prepared by SHORELINE.
 12. Design without detailed construction phase services. It is understood and agreed that the design professional's basic services under this agreement do not include project observation or detailed review of the contractor's performance, and that the client assumes all responsibility under this agreement for the construction observation and supervision and warrants any claims against the design professional that may be in loss, claim or cost, including reasonable attorney fees and cost of the defense, arising from the performance of such services by another person changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the design professional.
- OWNER'S RESPONSIBILITIES**
1. The OWNER will designate, when necessary, a representative authorized to act in its behalf with respect to the Project. The OWNER will examine documents submitted by Shoreline and will render decision pertaining thereto promptly.
 2. If the OWNER observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the OWNER to Shoreline.
 3. In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner engineer's consultants from any and all claims, costs, losses and damages of any nature whatsoever or claims expenses from any cause or causes, no matter how caused, shall be the total aggregate liability of the Engineer and the said consultants to all those named shall not exceed the Engineer's total fees on the project.
 4. Owner shall assist in arranging for full and free access for Shoreline to enter upon property required for the performance of Shoreline's services under this Agreement.
 5. Owner shall consider Shoreline to be acting as OWNER'S agent in the performance of the services rendered under this Agreement.

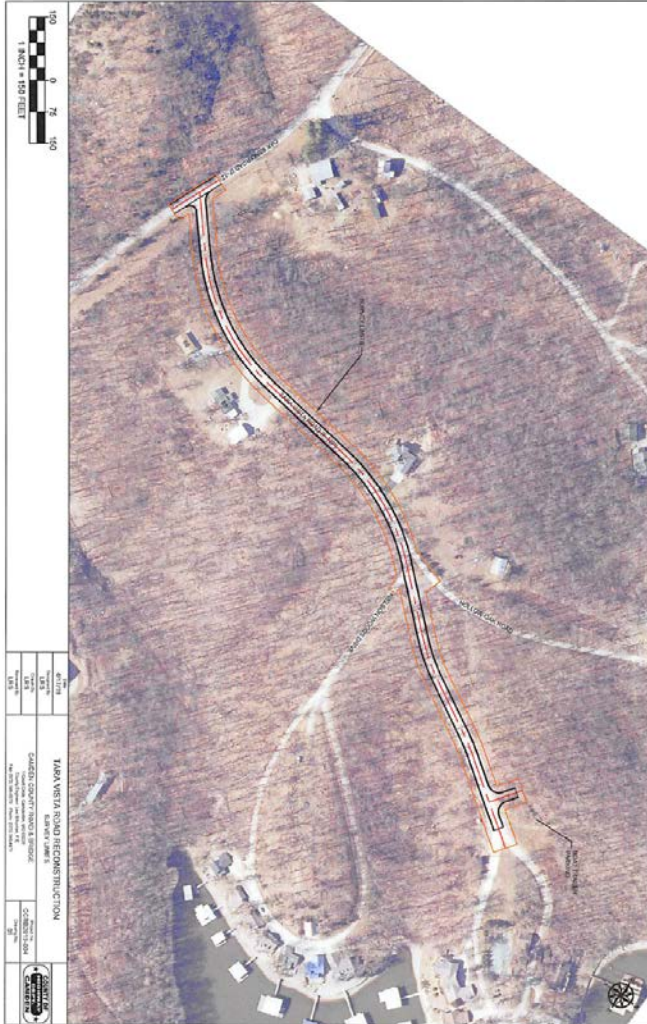
SCHEDULE OF RATES

PERSONNEL	RATE PER HOUR
Principal Engineer (Engineer III)	\$125.00
Professional Land Surveyor (Surveyor I)	\$125.00
Senior Project Manager (Engineer II)	\$ 95.00
Resident/Design Engineer (Engineer I)	\$ 80.00
Senior Design Draftsman/Tech. (Technician IV)	\$ 65.00
Design Draftsman/ Construction Insp. (Technician III)	\$ 65.00
Materials Testing Tech. (Technician II)	\$ 55.00
Design/Surveying Tech. (Technician I)	\$ 45.00
3-Man Survey Crew (Crew III)	\$200.00
2-Man Survey Crew (Crew II)	\$175.00
1-Man Survey Crew (Crew I)	\$150.00
Administrative Assistant	\$ 40.00
Expert Witness - Engineer	\$1,200/Day
Expert Witness - Surveyor	\$900/Day

REIMBURSABLE EXPENSES

- Mileage @ \$0.535/mile
- D size copies @ \$5.00
- A size copies @ \$20 each
- Ledger copies @ \$4.5 each

Actual cost of material for surveying, drafting, printing, mailing, reproduction or other associated project costs times a multiplier of 1.10. Actual cost of any State or Local taxes and permits imposed upon the projects. The above schedule of rates shall be subject to an annual inflationary adjustment up to a maximum of 5 % as of January each year.



Tax Abatements- Commissioner Williams made a motion to approve the following tax abatement as presented. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Hasty (Yes) and Commissioner Williams (Yes). Copy of abatements can be furnished upon request.

The following abatement has been approved:

Marty J & Debra L. Haugh- 2018 P.P. – 222733 - No. 6 - \$37.11.

Richard Carlson- 2018 P.P. – 1923 - No. 7 - \$98.03.

Dale and Lynda Burgman- 2018 R.E. – 07-8.0-33.0-000.0-007-003.015 - No. 9 - \$27.40. Please refund and deduct from next month's settlement.

James E & Margie Lambert C/O Trustees- 2018 R.E. – 01-6.0-24.0-000.0-005-007.121 - No. 10 - \$304.19. Please refund and deduct from next month's settlement.

Gregory O & Tracy L Douglas- 2018 P.P. – 221111 - No. 11 - \$62.42.

Corelogic- 2018 R.E. – 01-9.0-31.0-000.0-005-022.213 - No. 12 - \$1,035.48. Please refund and deduct from next month's settlement.

Adjourn: With no further official business on the agenda: Commissioner Williams made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Hasty (Yes), and Commissioner Williams (Yes). Session closed at 12:25 P.M.

Ordered that the Commission adjourn until day Monday, April 29, 2019

Greg Hasty, Presiding Commissioner

Melissa Peters Benefits Coordinator