



Via email: mmays@rosstarrant.com

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December 10, 2018

Mr. Michael B. Mays, PE
Ross Tarrant Architects, Inc.
101 Old Lafayette Avenue
Lexington, Kentucky 40502

Re: Proposal for Special Inspection Testing Services
Mercer County King Middle School Renovation & Misc. District Improvements
Harrodsburg, Kentucky
Geotechnology Proposal No. P033596.01

Dear Mr. Mays:

In response to your request, Geotechnology, Inc. (Geotechnology) is pleased to submit this proposal to provide special inspection, construction observation, and materials testing services for the referenced project.

1.0 PROJECT INFORMATION

The following project information was derived from:

- The plans, which were titled “Mercer County District Improvements”, prepared by Ross Tarrant Architects (RTA), dated November 13, 2018, and received electronically on December 3, 2018 from RTA; and
- The project specifications, which were prepared by RTA and dated November 2018.

Based on the referenced information, we understand that this project will include the renovation of two district schools. The project site is located Harrodsburg, Kentucky.

2.0 SCOPE OF SERVICES

Our scope of services will include:

- **Soil Testing:** We will provide laboratory and field testing of the soils for the new fills, backfills, and subgrade and subbase layers. We will also observe proofrolls of prepared areas.
- **Reinforced Concrete:** We will review the reinforced concrete construction for canopy foundations. We will also sample the concrete for testing and molding of compressive strength specimens at the time of these reviews.



- **Masonry:** We will review masonry construction, reinforcing steel, and grout placement for conformance with the project specifications.
- **Structural Steel:** We will review the structural steel framing. Bolted and welded connections will be reviewed for conformance with the project Structural Drawings.
- **Site Concrete Testing:** We will perform testing for air content, slump, and temperature and molding of compressive strength specimens for the curbs, sidewalks, and loading dock apron.
- We will also provide a Project Manager to coordinate and review the Special Inspection and Testing Services, distribute electronic copies of reports on a weekly basis, be available for project-related meetings, address testing or inspection issues that may arise during the course of construction, and provide a summary report of the Special Inspection and Testing Services at the completion of the project.

Our field personnel will observe the work and perform the appropriate field tests. Our services do not include supervision, direction, or superintending of the actual work of the contractor, his employees and agents, nor their safety or safe performance of the work, and the contractor should be so advised.

3.0 SCHEDULE AND FEE

Our firm can provide personnel for the project upon the request of your representatives. We require 24-hour notice prior to providing field personnel to enable us to schedule the work efficiently. These services can be scheduled through your designated personnel.

Our services are offered in accordance with the accompanying Terms for Geotechnology's Services (Terms). A breakdown of our rates and fees for the different tasks is provided on the fee schedule for this proposal, as well as a lump sum total.

This proposal and fee estimate have been prepared using Geotechnology's standard fee schedule. Geotechnology reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by the Client or the Owner to conform with any local, state, or federal wage act requirements, including, but not limited to, the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, etc., the required use of union labor, or for any required safety, security, vehicle, drug and alcohol testing, or for any third party payment fees, or for other requirements not specified in the Client's request for proposal or not defined in Geotechnology's scope of services.



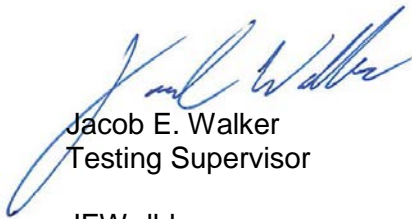
4.0 ACCEPTANCE

If this proposal, including the contractual terms, is acceptable, please sign in the space provided on the following Terms and return one executed copy of the Terms and this proposal to our office as your authorization for us to proceed.

* * * * *

We appreciate the opportunity to submit this proposal for the referenced project and look forward to hearing from you soon. If you have any questions or comments concerning this proposal, or if we may be of any other service to you, please do not hesitate to contact us.

Respectfully submitted,
GEOTECHNOLOGY, INC.



Jacob E. Walker
Testing Supervisor

JEW:dld



FEE SCHEDULE & COST BREAKDOWN

TASK 7100 - CONCRETE TESTING

Professional Personnel

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Field Representative I	\$48.00	Hour

Unit Billing

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Curing Box	\$9.00	Day
Concrete Compression, 4 x 8 ASTM C39	\$13.00	Each
Trip Charge - Zone 3	\$20.00	Trip

TASK 7105 - REINFORCING STEEL OBSERVATION

Professional Personnel

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Field Representative II	\$53.00	Hour

TASK 7300 - SOILS TESTING

Professional Personnel

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Field Representative II	\$53.00	Hour

Unit Billing

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Nuclear Gauge	\$30.00	Day
Moisture Content Soil/Rock ASTM D2216	\$8.00	Each
Atterberg Limits, 3-Pt Method ASTM D4318	\$90.00	Each
Standard Proctor, Soil ASTM D698	\$175.00	Each
Trip Charge - Zone 3	\$20.00	Trip

TASK 7400 - STEEL TESTING

Professional Personnel

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Senior Field Representative	\$65.00	Hour

Unit Billing

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Trip Charge - Zone 3	\$20.00	Trip

TASK 7900 - MASONRY

Professional Personnel

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Field Representative II	\$53.00	Hour



Unit Billing

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Curing Box	\$9.00	Day
Grout/Mortar Compression ASTM C109	\$13.00	Each
Grout Prism ASTM C1019	\$15.00	Each
Trip Charge - Zone 3	\$20.00	Trip

TASK 9900 - PROJECT MANAGEMENT AND ADMINISTRATION

Professional Personnel

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
CMT Manager C	\$90.00	Hour

LUMP SUM TOTAL: \$6,000.00

Day Rates

		Hours	Rate	Trip	Total
Weekday					
Weekday	Field Rep. I	8	\$48.00	\$20.00	\$404.00
Weekday	Field Rep II	8	\$53.00	\$20.00	\$444.00
Weekday	Senior Field Rep	8	\$65.00	\$20.00	\$540.00
1/2 Weekday	Field Rep. I	4	\$48.00	\$20.00	\$212.00
1/2 Weekday	Field Rep II	4	\$53.00	\$20.00	\$232.00
1/2 Weekday	Senior Field Rep	4	\$65.00	\$20.00	\$280.00
Weekend					
Weekend	Field Rep. I	8	\$60.00	\$20.00	\$500.00
Weekend	Field Rep II	8	\$66.00	\$20.00	\$548.00
Weekend	Senior Field Rep	8	\$81.00	\$20.00	\$668.00
1/2 Weekend	Field Rep. I	4	\$60.00	\$20.00	\$260.00
1/2 Weekend	Field Rep II	4	\$66.00	\$20.00	\$284.00
1/2 Weekend	Senior Field Rep	4	\$81.00	\$20.00	\$344.00

TERMS FOR GEOTECHNOLOGY'S SERVICES

1. THE AGREEMENT

- a. This AGREEMENT is made by and between: **Geotechnology, Inc.**, hereinafter referred to as **GEOTECHNOLOGY**, and **Ross Tarrant Architects, Inc.**, hereinafter referred to as **CLIENT**.
- b. The AGREEMENT between the parties consists of these TERMS, the PROPOSAL identified as Proposal No. **P033596.01**, dated **December 10, 2018**, and any exhibits or attachments noted in the PROPOSAL. In the event of a conflict between the TERMS and the PROPOSAL, the provisions of the TERMS shall govern unless the PROPOSAL specifically indicates that it is to govern. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.
- c. This proposal is valid for 90 days from **December 10, 2018**.
- d. The technical pricing information contained in this PROPOSAL submitted by **GEOTECHNOLOGY** is to be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of **GEOTECHNOLOGY**.
- e. It is intended by the parties to this AGREEMENT that **GEOTECHNOLOGY'S** services in connection with the project shall not subject **GEOTECHNOLOGY'S** individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, **CLIENT** agrees that as the **CLIENT'S** sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against **GEOTECHNOLOGY**, a Missouri corporation, and **CLIENT** expressly waives **CLIENT's** rights against any of **GEOTECHNOLOGY'S** employees, officers or directors.

2. STANDARD OF CARE

- a. **CLIENT** recognizes that conditions may vary from those observed at locations where borings, surveys, observations, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by **GEOTECHNOLOGY** will be based solely on information available to **GEOTECHNOLOGY**. **GEOTECHNOLOGY** is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- b. **GEOTECHNOLOGY** offers different levels of services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive services yield more information and reduce the probability of error, but at increased cost. **CLIENT** has reviewed the scope of services and has determined that it does not need or want a greater level of service than that being provided.
- c. The standard of care for all professional engineering and related services performed under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. **GEOTECHNOLOGY** makes no warranties, express or implied, under this AGREEMENT or otherwise, in connection with any services performed or furnished by **GEOTECHNOLOGY**.

3. SITE ACCESS AND SITE CONDITIONS

- a. **CLIENT** will grant or obtain free access to the site for all equipment and personnel necessary for **GEOTECHNOLOGY** to perform the services set forth in this AGREEMENT. **CLIENT** will notify any and all possessors of the project site that **CLIENT** has granted **GEOTECHNOLOGY** free access to the site. **GEOTECHNOLOGY** will take reasonable precautions to reduce damage to the site, but it is understood by **CLIENT** that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.
- b. Unless indicated otherwise in the PROPOSAL, **CLIENT** is responsible for accurately delineating the locations of all subterranean structures and utilities. **GEOTECHNOLOGY** will take reasonable precautions to avoid known subterranean structures, and **CLIENT** waives any claim against **GEOTECHNOLOGY** arising from damage done to subterranean structures and utilities not identified or accurately located.

4. CHANGED CONDITIONS

- a. If, during the course of performance of this AGREEMENT, conditions or circumstances are discovered which were not contemplated by **GEOTECHNOLOGY** at the commencement of this AGREEMENT, **GEOTECHNOLOGY** shall notify **CLIENT** in writing of the newly discovered conditions or circumstances, and **CLIENT** and **GEOTECHNOLOGY** shall renegotiate, in good faith, the terms and conditions of this AGREEMENT.

5. SAMPLES AND CUTTINGS

- a. **GEOTECHNOLOGY** will dispose of soil and rock samples ninety (90) days after submittal of the report covering those samples. Further storage or transfer of samples can be made at **CLIENT'S** expense upon **CLIENT'S** prior written request.
- b. Cuttings, rinse water, well development and other wastes will be left on site and are **CLIENT'S** responsibility to dispose unless specifically addressed in the PROPOSAL.
- c. **Client** shall take custody of all monitoring wells, probe holes and borings installed by **GEOTECHNOLOGY** and shall take any and all necessary steps for the proper maintenance, repair or closure for such wells, probes, or borings at **CLIENT'S** expense.

6. OBSERVATION

- a. **CLIENT** recognizes that unanticipated or changed conditions may be encountered during construction and, principally for this reason, **CLIENT** shall retain **GEOTECHNOLOGY** to observe construction when **GEOTECHNOLOGY** has provided engineering services. **CLIENT** understands that construction observation is conducted to reduce – not eliminate – the risk of problems arising during construction and that provision of the service does not create a warranty or guarantee of any type. In all cases, contractors shall retain responsibility for the quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based. Should **GEOTECHNOLOGY** for any reason not provide construction observation during the implementation of **GEOTECHNOLOGY'S** plans, specifications, and recommendations, or should **CLIENT** restrict **GEOTECHNOLOGY'S** assignment of observation personnel, **CLIENT** shall, to the fullest extent permitted by law, waive any claim against **GEOTECHNOLOGY**, and indemnify, defend, and hold **GEOTECHNOLOGY** harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by **GEOTECHNOLOGY**.
- b. If **GEOTECHNOLOGY** is retained by **CLIENT** to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the PROPOSAL, then this paragraph applies. For the specified assignment, **GEOTECHNOLOGY** will report observations and professional opinions to **CLIENT**. No action of **GEOTECHNOLOGY'S** site representative can be construed as altering any AGREEMENT between **CLIENT** and others. **GEOTECHNOLOGY** will report to **CLIENT** observed conditions related to services for which **GEOTECHNOLOGY** has been retained to perform which, in **GEOTECHNOLOGY'S** professional opinion, do not conform with plans and specifications. **GEOTECHNOLOGY** has no right to reject or

stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNOLOGY's presence on site does not in any way guarantee the completion or quality of the work of any party retained by CLIENT to provide field or construction-related services.

- c. GEOTECHNOLOGY shall not be required to sign any document, no matter by whom requested, that would result in GEOTECHNOLOGY having to certify, guarantee, or warrant the existence of conditions whose existence GEOTECHNOLOGY cannot ascertain. CLIENT agrees not to make resolution of any dispute with GEOTECHNOLOGY or payment of any amount due to GEOTECHNOLOGY in any way contingent upon GEOTECHNOLOGY signing any such document.
- d. The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either express or implied. The definition and legal effect of any and all certifications shall be limited as stated herein.
- e. GEOTECHNOLOGY will strive to perform its construction materials testing services under this AGREEMENT in accordance with generally accepted testing procedures unless other procedures are specifically referenced in the text of the Project plans and/or specifications.
- f. GEOTECHNOLOGY will provide materials testing for samples specified by CLIENT or at a frequency specified by CLIENT and/or will collect samples for materials testing or conduct materials testing when contacted by the CLIENT. GEOTECHNOLOGY will provide foundation testing and/or television camera inspections on drilled shafts or piles constructed by and at a frequency specified by CLIENT. Engineering evaluation of the suitability of the number or types of samples is not provided by GEOTECHNOLOGY.
- g. Construction materials tests performed by GEOTECHNOLOGY on site are taken intermittently and indicate the general acceptability of materials on a statistical basis. GEOTECHNOLOGY'S tests and observation of materials are not a guarantee of the quality of other parties' work and do not relieve other parties from the responsibility to perform their work in accordance with applicable plans, specifications and requirements.

7. JOBSITE

- a. Unless specifically set forth in the PROPOSAL, GEOTECHNOLOGY will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any other person or entity, or safety precautions and programs incident thereto. GEOTECHNOLOGY shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of GEOTECHNOLOGY or its employees or its subcontractors on a site shall imply that GEOTECHNOLOGY controls the operations of others, nor shall this be construed to be acceptance by GEOTECHNOLOGY of any responsibility for jobsite safety.
- b. Unless indicated otherwise in the PROPOSAL, GEOTECHNOLOGY'S services under this AGREEMENT are limited to geotechnical engineering, geophysical surveying, drilling, construction materials testing or deep foundation testing and GEOTECHNOLOGY shall have no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials.
- c. CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNOLOGY of CLIENT's findings relative to the possible presence of such materials.
- d. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNOLOGY and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNOLOGY and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNOLOGY to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNOLOGY for measures taken to protect health and safety and/or any equipment decontamination or other costs incidental to the discovery of unanticipated hazardous materials.
- e. GEOTECHNOLOGY agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNOLOGY harmless for any and all consequences of disclosures made by GEOTECHNOLOGY, which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- f. CLIENT will be responsible for ultimate disposal of any samples secured by GEOTECHNOLOGY, which are found to be contaminated.

8. BILLING AND PAYMENT

- a. CLIENT will pay GEOTECHNOLOGY in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by GEOTECHNOLOGY, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNOLOGY in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The absence of written notification described above, shall constitute an unqualified acceptance of the invoice amount due and payable, and waiver by CLIENT of all claims with respect thereto.
- b. CLIENT recognizes that late payment of invoices results in extra expenses for GEOTECHNOLOGY. GEOTECHNOLOGY retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of GEOTECHNOLOGY'S invoices are not paid when due, GEOTECHNOLOGY reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this AGREEMENT until all past due amounts have been paid in full.
- c. If test results that indicate failure of a material to meet the intended specification require retesting of the material after additional work by parties responsible for that material, the cost of retesting will be invoiced to the CLIENT.
- d. GEOTECHNOLOGY may elect to adjust its rates under this AGREEMENT to account for changes in overhead rates and salary adjustments no sooner than one year from the date of this AGREEMENT, and no more often than once per year at the end of each subsequent year.

9. TERMINATION

- a. This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. Both parties shall have the opportunity to initiate a mutually agreeable remedy for failure of performance within fifteen (15) days after notice of termination. In the event of termination, GEOTECHNOLOGY will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of cleanup, demobilization, completing analyses, records, and reports necessary to document job status at the time of termination.

10. ALLOCATION OF RISK

10.1 INDEMNIFICATION

- a. CLIENT and GEOTECHNOLOGY each agree to indemnify and hold harmless the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this AGREEMENT. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of CLIENT and GEOTECHNOLOGY, they shall be borne by each party in proportion to its negligence.
- b. CLIENT shall indemnify and hold harmless GEOTECHNOLOGY, its agents, subcontractors, directors, officers, and employees, from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses, including reasonable attorney's fees or other loss arising from damage to subterranean structures or utilities which were not identified or located by CLIENT to GEOTECHNOLOGY in advance of our work or the discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any costs associated with possible reduction of the property's value.
- c. For the purposes of this AGREEMENT only, and except as provided under Paragraph 10.2 (a) above regarding the negligent performance of GEOTECHNOLOGY, CLIENT shall reimburse GEOTECHNOLOGY for or otherwise indemnify, defend, and save GEOTECHNOLOGY, its agents, subcontractors, directors, officers and employees harmless from any and all demands, suits, judgment, expenses, attorney's fees, and losses arising out of or in connection with bodily injury (including death) to persons or damage to property which may arise from the presence or origination of hazardous substances, pollutants, or contaminants on CLIENT'S property, irrespective of whether such materials were generated or introduced before or after execution of this AGREEMENT; provided, however, that nothing hereinabove set forth is intended to shift any responsibility for employee claims that the parties may bear under the Worker's Compensation laws of the state in which the work is to be performed.
- d. GEOTECHNOLOGY shall under no circumstances be considered the generator of any hazardous substances, pollutants, or contaminants encountered or handled in the performance of the work. Without contradiction of any assertion by CLIENT or third party liability as described in Paragraph 10.2 (b) above and for the purposes of this AGREEMENT only, it is agreed that any hazardous materials, pollutants, or contaminants generated or encountered in the performance of the work shall be the responsibility of CLIENT.

11. CONTINUING AGREEMENT

- a. The indemnity obligations and limitations of liabilities established throughout this AGREEMENT, regardless of paragraph number, shall survive the assignment, transfer, expiration or termination of this AGREEMENT.

12. PREVAILING WAGE AND UNION MEMBERSHIP

- a. Unless CLIENT specifically informs GEOTECHNOLOGY in writing or it is specifically identified in our PROPOSAL and/or WORK AUTHORIZATION that prevailing wage regulations or union membership are required for the Project and the Scope of Services identifies it as covered, CLIENT will reimburse, defend, indemnify and hold harmless GEOTECHNOLOGY from and against any liability resulting from a subsequent determination that prevailing wage regulations or union membership cover the Project, including all additional costs, fines and attorneys' fees.

13. THIRD PARTY RELIANCE UPON REPORTS

- a. All Documents are prepared solely for use by CLIENT (and Owner, if applicable) and shall not be provided to any other person or entity without GEOTECHNOLOGY'S written consent. CLIENT shall defend, indemnify and hold harmless GEOTECHNOLOGY, its officers, shareholders and employees, from and against any action or proceeding brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without GEOTECHNOLOGY'S written consent.

14. NON-SOLICITATION OF EMPLOYEES

- a. CLIENT recognizes that GEOTECHNOLOGY, as a part of the services covered by this AGREEMENT, may provide one or more of its employees to work with members of CLIENT'S project staff or specifically on a CLIENT'S project. For purposes of this AGREEMENT, an employee of GEOTECHNOLOGY may be a permanent or temporary employee assigned to provide services to CLIENT. CLIENT hereby agrees that CLIENT will not hire, either directly or indirectly, or provide inducement to hire an employee of GEOTECHNOLOGY either as an employee of CLIENT or as an employee of a subcontractor or supplier to CLIENT, such suppliers to include providers of contract labor, during the term of this AGREEMENT and for a period of six months after the termination of this AGREEMENT. Any hiring or inducement to hire any GEOTECHNOLOGY employee during the term of this AGREEMENT and for a period of six months after termination of this AGREEMENT will be subject to a fee equal to 25% of the total fee for services generated by that employee during a nominal 12-month period.

15. DISPUTES RESOLUTION

- a. All claims, disputes, and other matters in controversy between GEOTECHNOLOGY and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, unless prohibited by law, GEOTECHNOLOGY shall have, in addition to any other right or option set forth herein, the right to proceed in creating a lien upon the building or other improvements and upon the real estate on which the building or improvements are situated for the work and labor done and the labor and materials furnished on and to said real estate and to enforce its mechanic's lien pursuant to all rights and remedies available to it under law.
- b. If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:
 - (1) the claim will be brought and tried in St. Louis County, Missouri and CLIENT waives the right to move the action to any other county or judicial jurisdiction, and
 - (2) the prevailing party in any arbitration or litigation between GEOTECHNOLOGY and CLIENT shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness costs, and other claim related expenses. For purposes of this paragraph, a party prevails if (i) the judgment is equal to or in excess of the Plaintiff's last written demand for settlement, the Plaintiff shall also be entitled to recover its costs, expenses and reasonable attorney's fees from Defendant; (ii) the judgment is equal to or less than the Defendant's last written offer of settlement, the Defendant shall be entitled to recover its costs, expenses and reasonable attorney's fees from the Plaintiff; (iii) the judgment is in between the Plaintiff's last written demand for settlement and the Defendant's last offer of settlement, then neither party shall recover any of its costs, expenses or attorney's fees from the other.

16. GOVERNING LAW AND SURVIVAL

- a. The law of the State of Missouri will govern the validity of these TERMS, their interpretation and performance.
- b. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

17. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its interests herein (unless assignee assumes in writing assignor's obligations hereunder) without the prior written consent of the other party, which consent will not be unreasonably withheld. No assignment shall operate to relieve the assignor of its obligations under the AGREEMENT.

18. OTHER PROVISIONS

- a. It is agreed that this AGREEMENT is entered into by the parties for the sole benefit of the parties to the AGREEMENT, and that nothing in the AGREEMENT shall be construed to create a right or benefit for any third party.
- b. Neither party shall hold the other responsible for damages or delay in performance caused by weather and other acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- c. The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

19. FUTURE SERVICES

- a. All future services rendered by GEOTECHNOLOGY at CLIENT'S request for the project described in the PROPOSAL and/or WORK AUTHORIZATION shall be conducted under the terms of this AGREEMENT.

20. SIGNATURES

- a. The parties have read the foregoing, including any attachments thereto, understand completely the terms, and willingly enter into this AGREEMENT that will become effective on the date signed below by CLIENT.

ROSS TARRANT ARCHITECTS, INC.

GEOTECHNOLOGY, INC.

(Signature)

(Signature)

(Printed Name)

Jacob E. Walker
(Printed Name)

(Position)

Testing Supervisor
(Position)

(Date)

December 10, 2018
(Date)