



**Via email: [jandpbrowning@windstream.net](mailto:jandpbrowning@windstream.net)**

© 2022 Geotechnology, LLC  
October 14, 2022

Jerry Browning  
Garrard County Board of Education  
322 West Maple Avenue  
Lancaster, Kentucky 40444

Re: Proposal for Construction Review Services  
Garrard County High School - Phase 2 Site Improvements  
599 Industry Road  
Lancaster, Kentucky  
Geotechnology Proposal No. P042244.01

Dear Mr. Browning:

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

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, LLC**

Adam G. Greene  
CMT Manager

AGG/KDW:alp



## FEE SCHEDULE & COST BREAKDOWN

### TASK 7100 - SITE CONCRETE TESTING (BASED ON 5 VISITS)

#### Professional Personnel

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Field Representative I	\$52.50	Hour
CMT Manager	\$100.00	Hour

#### Unit Billing

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Concrete Compression, 4 x 8 ASTM C39	\$14.00	Each
Curing Box	\$11.00	Day
Vehicle Charge - Zone 5	\$50.00	Trip
Ice for Hot Weather Concrete/Heat Pack for Cold Weather Concrete	\$11.00	Each

### TASK 7200 - ASPHALT TESTING (BASED ON 5 VISITS)

#### Professional Personnel

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Associate, Senior Project Manager C	\$150.00	Hour
Field Representative I	\$52.50	Hour

#### Unit Billing

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Nuclear Gauge	\$37.00	Day
Vehicle Charge - Zone 5	\$50.00	Trip

### TASK 7300 - FILL PLACEMENTS / SINKHOLE REMEDIATIONS (BASED ON 20 SITE VISITS)

#### Professional Personnel

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Field Representative I	\$52.50	Hour
CMT Manager	\$100.00	Hour

#### Unit Billing

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Nuclear Gauge	\$37.00	Day
Moisture Content Soil/Rock ASTM D2216	\$8.00	Each
Atterberg Limits, 3-Pt Method ASTM D4318	\$96.00	Each
Standard Proctor, Soil ASTM D698	\$186.00	Each
Vehicle Charge - Zone 5	\$50.00	Trip

### TASK 8000 - SITE UTILITIES (BASED ON 20 SITE VISITS)

#### Professional Personnel

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Field Representative I	\$52.50	Hour



## **TASK 8000 - SITE UTILITIES (BASED ON 20 SITE VISITS)**

### **Professional Personnel**

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
CMT Manager	\$100.00	Hour

### **Unit Billing**

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNIT</u>
Nuclear Gauge	\$37.00	Day
Vehicle Charge - Zone 5	\$50.00	Trip

**LUMP SUM TOTAL: \$30,000.00**

Note: Based upon our review of the project plans and specifications prepared by Clotfelter-Samokar Architects dated August 25, 2022, Divisions 31, 32, and 33 of the project specifications and our experience on similar type projects, we have developed this lump sum fee. This fee includes approximately 16 hours of time for wasted trips or cancellations.

## **TERMS FOR GEOTECHNOLOGY'S SERVICES**

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### **1. THE AGREEMENT**

- a. This AGREEMENT is made by and between: **Geotechnology, LLC**, hereinafter referred to as **GEOTECHNOLOGY**, and **Garrard County Board of Education**, hereinafter referred to as **CLIENT**.
- b. The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL identified as Proposal No. **P042244.01**, dated **October 14, 2022**, 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 30 days from **October 14, 2022**.
- 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** and its affiliated companies 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 and its affiliated companies 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 LIMITATION OF LIABILITY**

- a. GEOTECHNOLOGY and CLIENT have evaluated the risks and rewards associated with this project, including GEOTECHNOLOGY'S fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of GEOTECHNOLOGY to CLIENT and third parties granted reliance is limited to the greater of \$50,000 or GEOTECHNOLOGY'S fee, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of GEOTECHNOLOGY'S services or this agreement regardless of cause or causes. Such causes include, but are not limited to, GEOTECHNOLOGY'S negligence, errors, omissions, strict liability, statutory liability, negligent misrepresentation, breach of contract, breach of warranty, or other acts giving rise to liability based on contract, tort or statute. If CLIENT prefers to have higher limits of liability coverage, GEOTECHNOLOGY agrees, upon receipt of CLIENT'S written request at the time of accepting our PROPOSAL, to increase the limits of liability up to a maximum of \$1,000,000.00 at an additional cost of 5 percent of our total fee or \$1,000.00, whichever is greater.
- b. Neither party shall have any liability to the other party for loss of product, loss of profit, loss of use, or any other indirect, incidental, special or consequential damages incurred by the other party.

### **10.2 INDEMNIFICATION**

- a. Subject to the provisions of the Limitation of Liability described in 10.1a. above, CLIENT and GEOTECHNOLOGY each agree to indemnify and hold harmless the other party and the other party's affiliated companies, 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 affiliated companies, 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 10.2a above regarding the negligent performance of GEOTECHNOLOGY, CLIENT shall reimburse GEOTECHNOLOGY for or otherwise indemnify, defend, and save GEOTECHNOLOGY, its affiliated companies, 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 10.2b 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 and its affiliated companies 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 affiliated companies, 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.

GARRARD COUNTY BOARD OF EDUCATION

GEOTECHNOLOGY, LLC

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Adam G. Greene  
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Position)

CMT Manager  
\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Date)

October 14, 2022  
\_\_\_\_\_  
(Date)

# Kevin D. Weaver, P.E., C.W.I.

CMT/SI Group Manager



**Experience:** 26 years  
**Education:** B.S., 1999, Civil Engineering, University of Cincinnati  
**Registration:** Professional Engineer: KY, OH, IN  
**Certification:** American Welding Society, Certified Welding Inspector  
 NRMCA Ready Mixed Concrete Inspecting Engineer: OH, KY, IN  
 OSHA 10-Hr Construction

Mr. Weaver has experience in civil and geotechnical engineering, including design, surveying, laboratory testing and field construction testing. His involvement ranges from Design Geotechnical Engineer to Construction Review/Special Inspections Project Management. Mr. Weaver's special inspection capabilities include: drilled shaft, augercast and driven piles review; review of installation and proof and performance testing for tieback anchors; review of foundation bearing surfaces; review of seismic resistance connections; review of reinforcing steel and placement of cast-in-place concrete; visual review of welded and bolted connections for structural steel, floor and roof decks; review of floor deck shear connectors; structural wood framing; cold formed steel framing; review of general masonry construction and masonry reinforcing steel; spray-applied and intumescent fireproofing review and testing; anchor bolt pullout testing; review of post-tensioned multi-strand tendon installation and stressing; review of paint coating thicknesses.

- *City of Cincinnati Fire Station #9, Cincinnati, Ohio* - Project Manager performed review of RAM aggregate piers, drilled shafts, reinforced concrete construction, visual review of welded and bolted connections for structural steel, review of masonry construction for reinforcement, grouting and general construction.

- *Fifth Third Arena Renovation, University of Cincinnati, Cincinnati, Ohio* - Construction Materials Testing Manager. Scope of services included fireproofing and structural steel review.

- *Miami University's RH North Quad Renovations, Farmer School of Business, King Library Rehabilitation, North Academic Parking Garage, North Chiller Plant, Presser Hall, Psychology Building and Animal Care Facility, School of Engineering and Applied Science, Southeast Campus Parking Garage, Steam Plant Boiler Control Upgrades, Phase I, Student Apartment Housing, T-Wall, Women's Softball Facility West, Campus Steam Loop Connector, Oxford, Ohio* - Senior Project Manager performed bulk earthwork and backfill testing, review of bearing surfaces, visual review of welded and bolted connections for structural steel, coordinate NDE for welds, drilled shaft review, review of reinforcing steel and placement of cast-in-place concrete, review of general masonry construction, masonry reinforcing steel and grout placement, anchor bolt pullout testing, review of post-tensioned multi-strand tendon installation and stressing.

- *Central Parkway Pedestrian Bridge, Cincinnati, Ohio* - Senior Project Manager performed visual review of welded and bolted connections for structural steel.

QUALITY

INTEGRITY

RESPONSIVENESS

PARTNERSHIP

OPPORTUNITY

SAFETY

St. Louis, MO | Erlanger, KY | Memphis, TN

Overland Park, KS | Cincinnati, OH | Fairview Heights, IL | Lexington, KY

Dayton, OH | Oxford, MS | Jonesboro, AR



**GEOTECHNOLOGY**

A Universal Engineering Sciences Company

[geotechnology.com](http://geotechnology.com)



# Kevin D. Weaver, P.E., C.W.I. continued

CMT/SI Group Manager

- *Guernsey Crossing, Chillicothe, Ohio* - Construction Materials Manager responsible for testing and special inspection services which included foundation review, dry well infiltration testing, asphalt and concrete testing, floor flatness review, and structural steel and masonry review.
- *Blue Jay Elevated Storage Tank, Hamilton County, Ohio* - Senior Project Manager performed review of bearing surfaces, reinforcing steel, visual review of welded and bolted connections for structural steel, coordinate NDE for full penetration welds.
- *Cincinnati Zoo & Botanical Gardens Vine Street Entry Village; Cheetah Building and Cat Arena; Uptown Crossings; Solar Canopy; Africa Detention Basin; African Savannah Café, Cincinnati, Ohio* - Senior Project Manager performed drilled shaft review, review of bearing surfaces for foundation, review of reinforcing steel and placement of cast-in-place concrete, visual review of welded and bolted connections for structural steel, review of general masonry construction and masonry reinforcing steel, anchor bolt pullout testing.
- *Xavier University Hoff Academic Quad & Residence Hall & Dining Complex, Cincinnati, Ohio* - Senior Project Manager. The Hoff Academic Quad includes the Learning Commons and Williams College of Business and the Central Utility Plant. Geotechnology's material testing and special inspections for the project included review of drilled piers and footings, reinforced concrete review and testing, masonry review, review of structural steel welded and bolted connections, fireproofing and anchor bolt pullout testing. The Residence Hall houses 535 students in four connected towers, and the Dining Complex seats approximately 725 people. The towers were constructed as a reinforced concrete structure which utilized the maturity method to accelerate formwork removal.
- *Talawanda High School Building, Oxford Township, Ohio* - Project Manager performed a preliminary geotechnical exploration of the project site in early 2009 and performed construction review services and special inspections services for the project which was completed in 2012. Geotechnology's services included materials testing of soils, asphalt, concrete and masonry, and review of structural steel installation, footing and foundation excavations, insulated concrete forms (ICF) and structural masonry.
- *Boyd E. Smith Elementary School, Milford, Ohio* - Senior Project Manager responsible for construction materials testing and special inspection services including soil compaction, concrete relative humidity testing, roof decking, reinforcing steel observation, foundations observation, and floor flatness review.
- *Charles L. Seipelt Elementary School, Milford, Ohio* - Senior Project Manager responsible for construction materials testing and special inspection services for the 53,000 square foot building. Our services included soil compaction, footings, masonry, structural steel, fireproofing, pavement subgrades and concrete relative humidity testing.

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# Adam Greene

CMT Manager

**Experience:** 6 years  
**Education:** B.A., 2013, Music Technology, Transylvania University  
**Certification:** ICC Structural Masonry Special Inspector  
 ICC Reinforced Concrete Special Inspector  
 ICC Spray-Applied Fireproofing Special Inspector  
 ACI Concrete Field Testing Technician Level I  
 ACI Concrete Lab Testing Technician Level 2  
 ACI Concrete strength testing Technician  
 ACI Aggregate Technician Level I  
 Nuclear Gauge Radiation Safety & Hazmant Refresher  
 OSHA 10-Hr Construction Safety

Mr. Greene has experience in the field of materials testing and special inspections, including laboratory and field testing of soils, concrete, and asphalt. Additionally, he is experienced in reviewing footing excavations, deep foundations, reinforced concrete, and reinforced masonry.

- *Clays Mill Extension-ABR, Nicholasville, Kentucky*
- *Wilson Downing Road Bridge, Lexington, Kentucky*
- *Planet Fitness, Lexington, Kentucky*
- *University of Kentucky - Gatton College of Business and Economics Building Phase, Lexington, Kentucky*
- *Lexington Senior Citizens Center, Lexington, Kentucky*
- *Mercer County High School Addition, Harrodsburg, Kentucky*
- *Parkside Development, Phases I, II, and III, Frankfort, Kentucky*
- *Kentucky American Water Richmond Road Station, Lexington, Kentucky*
- *Pleasant View Elementary School, Williamsburg, Kentucky*
- *Powell County Middle School Addition, Stanton, Kentucky*

- *Town Branch Wet Weather Storage Facility, Lexington, Kentucky*
- *BJ's Restaurant and Brewhouse, Lexington, Kentucky*
- *University of Kentucky - Gatton College of Business and Economics Brioche Doree, Lexington, Kentucky*
- *Woodhill Trunk Bore Settlement, Lexington, Kentucky*
- *Eastern Kentucky University Criminal Justice Building, Richmond, Kentucky*
- *Rowan County High School Addition, Morehead, Kentucky*
- *Ark Encounter, Williamstown, Kentucky*
- *Former Phillips Lighting Site, Phase 2, Danville, Kentucky*
- *Shiloh Baptist Church Addition, Lexington, Kentucky*
- *Amerson Farm Property, Georgetown, Kentucky*
- *Berea Independent School Addition, Berea, Kentucky*
- *KAW Jacobson Park Booster Station, Lexington, Kentucky*
- *Sutton Place, Phase 3 - CMT, Georgetown, Kentucky*

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# Ben F. Dorsey

Field Representative III

**Experience:** 3 years

**Certification:** ICC Structural Masonry Special Inspector; Structural Steel & Bolting Special Inspector; Reinforced Concrete Special Inspector  
ACI Concrete Field Testing Technician Level I  
NICET CMT Concrete Level I; CMT Soils Level I  
Nuclear Gauge Hazmat Refresher & Radiation Safety  
OSHA 10-Hr Construction

Mr. Dorsey's experience includes observation and testing of concrete, nuclear density testing of soils, aggregate, and asphalt during all phases of construction. A brief project listing includes:

- *Versailles Waste Water Treatment Plant, Versailles, Kentucky* - Field Representative, construction materials testing.
- *First Watch, Clarksville, Indiana* - Field Representative, special inspections.
- *Skyline Chili-Richmond Road, Lexington, Kentucky* - Field Representative, construction materials testing.
- *West Hickman Waste Water Treatment Plant, Nicholasville, Kentucky* - Field Representative, construction materials testing.
- *GRC High School Gym and Athletic Upgrades, Winchester, Kentucky* - Field Representative, construction materials testing.
- *GRC High School Field House & Athletics, Phase III, Winchester, Kentucky* - Field Representative, construction materials testing.
- *Frontier Nursing University, Versailles Campus, Versailles, Kentucky* - Field Representative, special inspections.

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Dayton, OH | Oxford, MS | Jonesboro, AR



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# Christopher D. Wilhelm

CMT Project Manager



**Experience:** 16 years

**Education:** B.S., 2004, Health and Sports Studies, Miami University

**Certification:** NICET CMT Asphalt Level II, Concrete Level I, Soils Level II  
ICC Master Special Inspector; Spray-Applied Fireproofing Special Inspector; Structural Steel Masonry Special Inspector; Structural Steel and Bolting Special Inspector; & Structural Welding Special Inspector  
OSHA 30-Hr Construction Safety  
Nuclear Gauge Hazmat  
Radiation Safety Officer

Mr. Wilhelm is experienced in construction materials testing and review, including laboratory and field testing of soils and review of masonry. He has achieved International Code Council (ICC) designation as Master Special Inspector - one of only three in the State of Ohio.

His special inspections capabilities include: bulk earthwork and backfill testing (soil compaction testing); drilled shaft review; cast-in-place concrete, grout and masonry mortar testing; anchor bolt pull out testing; review of foundation bearing surfaces; review of reinforcing steel and placement of cast-in-place concrete; review of general masonry construction and masonry reinforcing steel; structural wood framing; cold formed steel lightframe construction review; fire-resistant penetrations (fire caulking/firestops); spray-applied and intumescent fireproofing review and testing; visual review of welded and bolted connections for structural steel including floor and roof decking.

- *Barrington of Oakley Independent and Assisted Living Facility, Cincinnati, Ohio* - Senior Field Representative performed backfill testing, drilled shaft and RAM aggregate pier review, cast-in-place concrete, grout and mortar testing, review

of foundation bearing surfaces; review of reinforcing steel and placement of cast-in-place concrete, review of general masonry construction and masonry reinforcing steel, sprayed-applied fireproofing review and testing, visual review of welded and bolted connections for structural steel including floor and roof decking.

- *Cincinnati Public Schools, Walnut Hills High School, Cincinnati, Ohio* - Bulk earthwork and backfill testing, cast-in-place concrete, grout and mortar testing, review of foundation bearing surfaces, review of reinforcing steel and placement of cast-in-place concrete, review of general masonry construction and masonry reinforcing steel, spray-applied fireproofing review and testing, visual review of welded and bolted connections for structural steel including floor and roof decking.
- *Cincinnati Zoo and Botanical Garden Gift Shop; Stroller Rental and Restroom Facility; Uptown Crossings; Ticketing and Membership Building; African Savannah Café, Cincinnati, Ohio* - Senior Field Representative performed bulk earthwork and backfill testing, drilled shaft review, cast-in-place concrete, grout and mortar testing, anchor bolt pull-out testing, review

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# Christopher D. Wilhelm continued

CMT Project Manager

of foundation bearing surfaces, review of reinforcing steel and placement of cast-in-place concrete, review of general masonry construction and masonry reinforcing steel, visual review of welded and bolted connections for structural steel including floor and roof decking.

- *Miami University. Richard T. Farmer School of Business; Central Campus Water & Sewer; Switch House #1, Oxford, Ohio* - Senior Field Representative performed bulk earthwork and backfill testing, drilled shaft review, cast-in-place concrete, grout and mortar testing, anchor bolt pull-out testing, review of foundation bearing surfaces, review of reinforcing steel and placement of cast-in-place concrete, review of general masonry construction and masonry reinforcing steel, spray-applied fireproofing and testing, visual review of welded and bolted connections for structural steel including floor and roof decking.

- *Amberly Drive Booster Pump Station & Tank, Hamilton, Ohio* - Senior Field Representative performed backfill testing, cast-in-place concrete, review of foundation bearing surfaces, review of reinforcing steel and placement of cast-in-place concrete.

- *1514 Race Street Development - CMT, Cincinnati, Ohio*
- *Amberly Drive Booster Pump Station & Tank, Hamilton, Ohio*
- *Fifth Third Arena Renovation, Cincinnati, Ohio*
- *Saint Ursula Academy Theater Renovation, Cincinnati, Ohio*

- *Talawanda High School, Oxford Township, Ohio*
- *The Banks Development, Cincinnati, Ohio*
- *Trinity Flats Condominiums, Vine and Mercer/14th and Vine Streets, Cincinnati, Ohio*
- *Union Terminal Restoration and Renovation, Cincinnati, Ohio*
- *Ziegler Park, Cincinnati, Ohio*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Beecher Carlson Insurance Services a Brown & Brown company 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328  www.bbinsurance.com	<b>CONTACT</b> NAME: Alfreda Jenkins PHONE (A/C, No, Ext): E-MAIL ADDRESS: Alfreda.Jenkins@bbrown.com	<b>FAX</b> (A/C, No): 770-870-3031
<b>INSURED</b> Geotechnology, LLC 11816 Lackland Road, Suite 150 St. Louis MO 63146	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b>	<b>NAIC #</b>
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b> Evanston Insurance Company	35378
	<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:** 66837280**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
E	Professional Liability			MKLV7PL0005114	2/1/2022	2/1/2023	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

For Informational Purposes Only

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE *Beecher Carlson Insurance Services, LLC*

Beecher Carlson Insurance Services, LLC

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# ADDITIONAL REMARKS SCHEDULE

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<b>AGENCY</b> Beecher Carlson Insurance Services		<b>NAMED INSURED</b> Geotechnology, LLC 11816 Lackland Road, Suite 150 St. Louis MO 63146	
<b>POLICY NUMBER</b> RM5GL00058-221			
<b>CARRIER</b> Everest National Insurance Company	<b>NAIC CODE</b> 10120	<b>EFFECTIVE DATE:</b> 1/1/2022	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** For Informational Purposes Only

### ADDRESS:

#### ADDITIONAL NAMED INSUREDS

Geotechnology Living, LLC; Geotechnology Exploration, LLC; Geotechnology Equipment, LLC  
 Geotechnology, LLC

#### GENERAL LIABILITY

- Designated Per Project General Aggregate
- Designated Per Location General Aggregate
- Additional Insured: Vendors per written contract or written agreement
- Additional Insured - Owner, Manager or Lessor of Premises where required by written contract
- Additional Insured - Mortgagee, Assignee or Receiver
- Additional Insured: Lessor of Leased Equipment
- Additional Insured: Government Entity per written contract or agreement
- Primary & Non-Contributory per written contract or agreement
- Waiver of Subrogation per written contract or agreement
- Broadened Contractual Liability; Removes the 50ft Railroad Exclusion, where required by written contract.
- 30 Day Notice of Cancellation should the policy be cancelled or non-renewed: except 10 Day Notice of Cancellation due to non-payment of premium.
- The General Liability Policy is not subject to an SIR
- Coverage is provided for X, C, and U.

#### BUSINESS AUTO LIABILITY

- Additional Insured when required by written contract or agreement
- Lessor: Additional Insured and Loss Payee - Any Lessor for Any Leased Autos
- Primary & Non-Contributory Coverage when required by written contract or agreement
- Waiver of Subrogation when required by written contract or agreement
- 30 Day Notice of Cancellation should the policy be cancelled or non-renewed: except 10 Day Notice of Cancellation due to non-payment of premium.

#### WORKERS COMPENSATION / EMPLOYERS LIABILITY

- Workers Comp Coverage is provided for All States except Monopolistic States
- Employers Liability coverage is provided for All States including Monopolistic States (ND, OH, WA & WY)
- USL&H Coverage is provided
- 30 Day Notice of Cancellation should the policy be cancelled or non-renewed; except 10 Day Notice of Cancellation due to non-payment of premium.

#### EXCESS LIABILITY

- Coverage is Follow Form and in addition to the scheduled underlying policies:
  - o General Liability
  - o Business Auto Liability
  - o Employers Liability
- Additional Insured coverage is provided when required by written contract or agreement
- Primary & Non-Contributory is provided when required by written contract or agreement
- Waiver of Subrogation coverage is provided when required by written contract or agreement
- 30 Day Notice of Cancellation will be provided for reasons other than Non-Payment of Premium.

SUBJECT TO THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Beecher Carlson Insurance Services a Brown & Brown company 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328  www.bbinsurance.com	<b>CONTACT</b> NAME: Alfreda Jenkins PHONE (A/C, No. Ext): E-MAIL ADDRESS: Alfreda.Jenkins@bbrown.com	<b>FAX</b> (A/C, No): 770-870-3031
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: Everest National Insurance Company		10120
INSURER B: Everest Premier Insurance Company		16045
INSURER C: StarStone Specialty Insurance Company		44776
INSURER D: AXIS Surplus Insurance Company		26620
INSURER E: Evanston Insurance Company		35378
INSURER F: Landmark American Insurance Company		33138

**COVERAGES**

CERTIFICATE NUMBER: 66835566

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	RM5GL00058-221	1/1/2022	1/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Employee Benefits \$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	RM5CA00056-221	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
F	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	LHA096670	1/1/2022	1/1/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/> N/A	RM5WC00084-221 (AOS) RM5WC00085-221 (FL,NJ,ME)	1/1/2022 1/1/2022	1/1/2023 1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability			MKL7PL0005114	2/1/2022	2/1/2023	Per Claim \$5,000,000 Aggregate \$5,000,000
C	Excess General Liab. (\$4M xs of \$1M)			77102C221ALI	1/1/2022	1/1/2023	Limit: \$4,000,000
D	Excess Auto Liability (\$2M xs of \$3M)			P-001-000769170-01	1/1/2022	1/1/2023	Limit: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

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**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE *Beecher Carlson Insurance Services, LLC*

Beecher Carlson Insurance Services, LLC

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# **ADDITIONAL REMARKS SCHEDULE**

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<b>AGENCY</b> Beecher Carlson Insurance Services		<b>NAMED INSURED</b> Geotechnology, LLC 11816 Lackland Road, Suite 150 St. Louis MO 63146	
<b>POLICY NUMBER</b> RM5GL00058-221		<b>EFFECTIVE DATE:</b> 1/1/2022	
<b>CARRIER</b> Everest National Insurance Company	<b>NAIC CODE</b> 10120		

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** For Informational Purposes Only

### **ADDRESS:**

#### **ADDITIONAL NAMED INSUREDS**

Geotechnology Living, LLC; Geotechnology Exploration, LLC; Geotechnology Equipment, LLC  
 Geotechnology, LLC

#### **GENERAL LIABILITY**

- Designated Per Project General Aggregate
- Designated Per Location General Aggregate
- Additional Insured: Vendors per written contract or written agreement
- Additional Insured - Owner, Manager or Lessor of Premises where required by written contract
- Additional Insured - Mortgagee, Assignee or Receiver
- Additional Insured: Lessor of Leased Equipment
- Additional Insured: Government Entity per written contract or agreement
- Primary & Non-Contributory per written contract or agreement
- Waiver of Subrogation per written contract or agreement
- Broadened Contractual Liability; Removes the 50ft Railroad Exclusion, where required by written contract.
- 30 Day Notice of Cancellation should the policy be cancelled or non-renewed: except 10 Day Notice of Cancellation due to non-payment of premium.
- The General Liability Policy is not subject to an SIR
- Coverage is provided for X, C, and U.

#### **BUSINESS AUTO LIABILITY**

- Additional Insured when required by written contract or agreement
- Lessor: Additional Insured and Loss Payee - Any Lessor for Any Leased Autos
- Primary & Non-Contributory Coverage when required by written contract or agreement
- Waiver of Subrogation when required by written contract or agreement
- 30 Day Notice of Cancellation should the policy be cancelled or non-renewed: except 10 Day Notice of Cancellation due to non-payment of premium.

#### **WORKERS COMPENSATION / EMPLOYERS LIABILITY**

- Workers Comp Coverage is provided for All States except Monopolistic States
- Employers Liability coverage is provided for All States including Monopolistic States (ND, OH, WA & WY)
- USL&H Coverage is provided
- 30 Day Notice of Cancellation should the policy be cancelled or non-renewed; except 10 Day Notice of Cancellation due to non-payment of premium.

#### **EXCESS LIABILITY**

- Coverage is Follow Form and in addition to the scheduled underlying policies:
  - o General Liability
  - o Business Auto Liability
  - o Employers Liability
- Additional Insured coverage is provided when required by written contract or agreement
- Primary & Non-Contributory is provided when required by written contract or agreement
- Waiver of Subrogation coverage is provided when required by written contract or agreement
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SUBJECT TO THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.