

**ON-CALL AGREEMENT FOR
GEOTECHNICAL ENGINEERING, MATERIALS TESTING
AND INSPECTION SERVICES
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
GEOTECHNOLOGY, LLC**

THIS ON-CALL AGREEMENT FOR GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND INSPECTION SERVICES (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Geotechnology, LLC, a Missouri limited liability company (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. The City issued a Request for Qualifications, RFQ #2022-046 "Request for qualifications for on-call geotechnical engineering, materials testing, and inspection services" (the "RFQ"), a copy of which is on file with Public Works and incorporated herein by reference, seeking proposals from Contractors to provide on-call geotechnical engineering, materials testing, and inspection services as described in Exhibit B, attached hereto and incorporated herein by reference (the "Services").

B. The Contractor responded to the RFQ by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. **Term of Agreement.**

A. **Initial Term.** This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.

B. **Renewal Terms.** After the expiration of the Initial Term, this Agreement may automatically renew for up to four (4) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

2. **Scope of Work.** This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the City chooses to move forward with a pending project and proper authorization and documentation have been approved. In the event Contractor is engaged to provide the Services, City and Contractor shall enter into a written Memorandum of Authorization describing (a) the scope of services to be provided by Contractor and City, (b) compensation to the Contractor for services to be provided, (c) required deliverables or products from the Contractor to the City, and (d) completion

times for said services. The compensation to be paid Contractor pursuant to any Memorandum of Authorization shall be at the rates set forth in Exhibit C, attached hereto and incorporated herein by reference. In no event shall any work in excess of that described in Exhibit B be authorized by this Agreement without City and Contractor first entering into a written modification. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

3. Compensation. The City shall pay Contractor for the Services (as described in Section 2, Scope of Work) at the rates for the Services, as set forth in the Fee Schedule, attached hereto as Exhibit C and incorporated herein by reference.

The City's Public Works Department will only review fully documented requests for price increases after an Agreement has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract renewal and will be a factor in the renewal review process. The City's Public Works Department will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract renewal.

4. Payments. The City shall pay the Contractor upon the completion of each project, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Sovereign immunity. In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.

J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

L. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Public Works
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an

Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$3,000,000 each claim and \$3,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of Contractor.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days’ prior written notice to the City.

13. Termination; Cancellation.

13.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of

Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

13.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

- A. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;
- B. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
- C. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the City;
- D. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:
 - 1. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
 - 2. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - 3. a criminal violation of any state or federal antitrust law;
 - 4. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - 5. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - 6. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
- E. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are

subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

F. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

13.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

13.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

13.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of §§ 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City

does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

14.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not

subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

14.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063
Attn: Public Works Department

With copy to: City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: Geotechnology, LLC
Attn: Steve Damron
5055 Antioch Road
Overland Park, KS 66203

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster

fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

14.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

14.15 Information Technology

A. Limited Access. If necessary for the fulfillment of the Contract, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Contract, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Contract.

B. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

C. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Contract is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

D. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

E. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor contracts entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

F. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

G. Disengagement. In the event the Contract is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

H. Survival. The obligations of the Contractor under this Section shall survive the termination of this Contract.

14.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

14.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or memorandum of authorization, the Fee Schedule, the RFQ and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

14.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

14.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFQ, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

14.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

14.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

14.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same contract; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

14.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT 1 TO ORDINANCE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this _____ day of _____, 2022 ("Effective Date").

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

ATTEST:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Scott Ison,
Chief Counsel of Infrastructure and Recreation

GEOTECHNOLOGY, LLC

By Joseph D. Darmody

Print Name Joseph D. Darmody

Title Director of Risk Management

Date April 27, 2022

EXHIBIT 1 TO ORDINANCE

**EXHIBIT A
TO
ON-CALL AGREEMENT FOR
GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
GEOTECHNOLOGY, LLC**

[Contractor's Proposal]

See following pages.



GEOTECHNOLOGY

A Universal Engineering Sciences Company

City of Lee's Summit, Public Works Department
Mr. Perry Allen, P.E., Construction Manager
220 S.E. Green Street
Lee's Summit, MO 64063

Dear Mr. Allen,

Thank you for the opportunity to provide qualifications for Geotechnical Engineering, Materials Testing and Special Inspection Services for your City's yearly contract.

Geotechnology has put together a team led by two Project Managers that are uniquely qualified to assist with your projects. Sheryl Gallagher, P.E., D.GE has 30 years of experience as a consulting geotechnical engineer, and Steve Damron who has 32 years of construction materials testing and special inspection experience. Steve Damron, Construction Materials Testing Manager, will be our primary contact. His contact information includes his email; sdamron@geotechnology.com and phone number; 913-438-1900.

Whether working together on a project or on separate projects, the team has experience in and around the City of Lee's Summit. Our Lee's Summit experience includes Pryor Road Improvements, Colbern Road Reconstruction and Lee's Summit Airport Hangars. Also, our team has experience with Kansas City area Open-end services for cities such as Blue Springs, Missouri, Raymore, Missouri and Lawrence, Kansas.

Ms. Gallagher will coordinate with your representatives for geotechnical projects, and Mr. Damron will coordinate with your representatives for construction materials testing and special inspection projects. Once they understand your project needs, they will then work with Geotechnology's local, experienced, in-house drill crew, engineers, geologists, geophysicists, field and laboratory personnel to provide the services required. Providing these services in-house allows us to better control the quality of work and level of responsiveness to your projects.

We look forward to meeting with you and working on your projects. If you have any questions regarding our submittal, please contact either of us at 913-438-1900.

Respectively,
GEOTECHNOLOGY, LLC

Sheryl Gallagher, P.E.
Geotechnical Manager
sgallagher@geotechnology.com

Steve Damron
Construction Materials Testing Manager
sdamron@geotechnology.com

Key Personnel and Resources

Geotechnology's strengths/benefits to your project include:

- Two uniquely qualified Project Managers
- Depth of knowledge of the project team, including working on Kansas City area geotechnical and materials testing open-end agreements
- Knowledge of Lee's Summit subsurface conditions based on numerous projects in the area
- Local resources (personnel and equipment) to complete your project on time and on budget, including drill rigs and certified soils and materials testing laboratories
- A history of client responsiveness, which is a Geotechnology core value
- A safety record that includes an EMR of under 1.0 for over 15 years

Experience and Availability of Key Personnel:

Geotechnology has assembled a geotechnical team consisting of three engineers, with an average of 20 years of experience, who have extensive knowledge of the potential subsurface issues in Western Missouri. The Geotechnical Project Manager for your projects will be Sheryl Gallagher, P.E. Ms. Gallagher is the Geotechnical Manager with 30 years of experience. Our team also includes Steve Damron, who manages our Construction Materials Testing (CMT) labs and crews for the Overland Park office. Mr. Damron has 32 years of experience and has managed a number of municipal contracts providing similar services to various municipalities in Western Missouri and Eastern Kansas.

The team assembled for this contract collectively have decades of experience with open-ended or on-call contracts with a number of municipalities for projects of all sizes. Each team member is committed to understanding the City's goals, and will work on or manage each project to satisfy those goals and to complete each project safely and on time. This commitment is made by every team member from the project manager to field and laboratory technicians.

We understand project scope and size can vary with on-call contracts and we understand sometimes challenges arise that are beyond the client's control. Geotechnology strives to provide our services in a timely and consistent manner that works best for the City and the respective project. Responsiveness is one of Geotechnology's core values and because of our investment in qualified staff, equipment, and our breadth of resources, we can provide our services with relatively short notice or during non-business hours and do so in a fiscally responsible manner.

Core staff for any Lee's Summit projects could include:

Stephen C. Damron

Primary Point of Contact for Lee's Summit Staff and Construction Materials Testing & Special Inspections

Experience: 32 years

Certifications: ACI Concrete Field Testing Technician Level I; MoDOT Aggregate Specific Gravity, Aggregate Technician; KDOT Aggregate Field Tester, Concrete Field Tester; ICC Special Inspector Reinforced Concrete, Special Inspector Structural Masonry; Nuclear



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Key Personnel continued

Gauge Radiation Safety; OSHA 20 Hr Construction

Sheryl D. Gallagher, P.E., D.GE

Primary Point of Contact for Geotechnical Projects

Experience: 30 years

Education: M.S., 2006, Civil Engineering, University of Kansas-Lawrence
B.S., 1983, Civil Engineering, South Dakota School of Mines & Technology

Registration: Professional Engineer: MO, IA, OK, AR, KS, TX, IL, NE

Matt H. McQuality, P.E.

Office Lead

Experience: 28 years

Education: M.S., 1996, Civil (Geotechnical) Engineering, University of Missouri - Rolla
B.S., 1993, Geological Engineering, University of Missouri - Rolla

Registration: Professional Engineer: MO, KS, IL, OK

Peter F. Brull, P.E.

Senior Engineer

Experience: 25 years

Education: B.S., 1996, Civil Engineering, University of Kansas

Registration: KS, MO

Certification: ACI Concrete Strength Testing Technician; AWS Certified Welding Inspector; ASNT Liquid Penetrant Level II; MoDOT Concrete Field; Nuclear Gauge Radiation Safety; OSHA 10 Hr Construction

Steve A. Biritz

Senior Field Representative

Experience: 32 years

Certifications: ACI Concrete Field Testing Technician Level I; AWS Certified Welding Inspector; OSHA 10 Hr Construction; MoDOT Concrete Field; Powered Industrial Trucks; Nuclear Gauge Radiation Safety; American Red Cross First Aid & Adult CPR

Angela D. Coates

Laboratory Supervisor

Experience: 19 years

Education: A.S. Chemistry, Kansas City Kansas Community College

Certification: KDOT Statistics Class, Aggregate Field Tester; MoDOT HMA Aggregate, Aggregate Specific Gravity, Aggregate Technician, Bituminous Technician, Superpave QC/AQ

This team has provided similar on-call services for a number of municipalities including the City of Blue Springs, Missouri, Raymore, Missouri and Lawrence, Kansas and a number of private organizations serving Kansas City Metropolitan and surrounding area including



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Key Personnel continued

Burns and McDonnell, Continental Consulting Engineers, Inc., UHL Engineers, Inc., O'Donnell and Sons, Midwest Heavy Construction, LLC, Mega Industries, Miles Excavating, and Leavenworth Excavating and Equipment Company, Inc.

Our soils and materials testing laboratories are certified by AASHTO/AMRL, CCL and Army Corps of Engineers approved. All testing is conducted in general accordance with the latest AASHTO and ASTM standards. Clients can stay informed of testing results with our paperless Field Information System (FIS). In addition to soils, concrete, asphalt and steel testing, Geotechnology provides testing related to paint thickness, roofing materials, floor flatness and plastic pipe.

Geotechnology has owned our own drilling rigs for geotechnical exploration for over 30 years, which allows us to be responsive to our client's site constraints and schedules. Our drilling fleet has grown to include 20 exploration rigs plus our Cone Penetrometer Testing (CPT) rig, GeoProbe 3230 Combo rig, GeoProbe 7822DT Combo rig and Terra Sonic 1500CC Sonic Drill services through Geotechnology Exploration, LLC. The Geotechnology drilling team is comprised of licensed, highly trained drillers who are skilled in developing resourceful solutions to difficult drilling situations.

Geophysics can be an important tool for subsurface exploration. Geotechnology has been providing geophysical surveys in-house for over 29 years. Our geophysicists actively use 13 different geophysical methods to assist in identifying features such as mines, sink holes, and utilities.

Additional services that may be needed, and of which Geotechnology can provide, include hazardous materials surveys, geophysical surveys, mining and underground development consultations, seismic engineering and consulting, and concrete scanning for reinforcing steel.

The team assembled for this contract collectively have decades of experience with open-ended or on-call contracts with a number of municipalities for projects of all sizes. Each team member is committed to understanding the client's goals, working on or managing each project to satisfy those goals, and to complete each project on time and in a safe and fiscally sound manner. This commitment is made by every team member from the Project Manager to Staff Engineers to Field and Laboratory Technicians and Drillers. Once a project is initiated those team members will be dedicated to the project through completion of our services.

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Experience on Similar Projects

Geotechnology has provided geotechnical and/or construction materials testing services for the following projects in Lee's Summit: NW Main Street, 3rd Street, NE Colburn Road, Pryor Road, Jefferson Street Phase 1 & 2, Pets Suites, Dutch Bros Coffee Shop, Summit Woods, Summit Crossing, NW Commerce Drive and NW Main Street, Lee's Summit Stream Bank Repair, and Arnold Hall Storm Water Improvements.

Geotechnology is currently engaged in on-call contracts with the City of Blue Springs, Missouri (2007 – present) and the City of Lawrence, Kansas (2012 - present). Geotechnology is also engaged in an on-call contract with the City of Raymore, Missouri (2020 - present). Project experience under these contracts includes:

City of Blue Springs, Missouri

Chris Sandie

Assistant Public Works Director

816-228-0205

csandie@bluespringsgov.com

Contract to provide:

- Geotechnical and Construction Material Testing Services on an On-Call basis.
- Woods Chapel Road Improvements, Harbor Place to Kings Ridge Road
- Route 7, S.W. Ridgeview Road to N.E. Colbern
- Salt Storage Building
- Public Works Facility Expansion and Maintenance Facility
- Howard L. Brown Public Safety Building Expansion
- Train Depot Relocation
- Eagles Ridge
- Hidden Valley Park
- Tyler Road Sanitary
- Retaining Walls

City of Lawrence, Kansas

Steve Lashley

Project Engineer - Infrastructure Management

785-832-3134

slashley@ci.lawrence,ks.us

Contract to provide:

- Geotechnical and Construction Material Testing Services on an On-Call basis.
- 9th and Delaware Street Improvements
- Iowa Street Improvements, Strafford Road to Irving Hill Road
- Lawrence WWTP Digester Improvements
- O'Connell Road and 23rd Street Improvements

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Experience on Similar Projects continued

- 8th Street Storm Sewer
- Concrete Specification and Mix Verification Testing
- Bob Billing Parkway, Kasold to Crestline
- Farmland Roads, Streets, Storm and Water
- Wakarusa Street Improvements

City of Raymore, Missouri

Mike Krass

Assistant Public Works Director

816-331-0488

mkrass@raymore.com

Contract to provide:

- Geotechnical and Construction Material Testing Services on an On-Call basis.
- Elevated Boardwalk
- Grandshire Drive Seepage Analysis
- Harold Estates Sanitary Sewer
- Hawk Ridge Park West
- North Fox Ridge Drive SRTS
- Sherwood Subdivision Settlement
- Sunset Lane Extension
- Ward Road Bridge Replacement
- Willow Wind Sewer

Project Approach and Work Plan

Communication by both listening to the City's representatives as well as through clear verbal and written documents is key to successful projects. We believe quality is a process, not a destination. Our goal is to provide services that will meet the City's expectations. To accomplish this goal, Geotechnology's primary contacts, Sheryl Gallagher, P.E. or Steve Damron will meet with key City officials to formulate an overall understanding of the City's needs for a particular project. This step will help the team understand what we can do during each project to help City officials meet their constituent's needs or concerns. Our team will develop the specific project approach and Ms. Gallagher or Mr. Damron will review the approach and present the outlined scope of services to the City Project Manager. Revisions to the approach will be made as necessary, so the final product will achieve the needs for the project. The overall contract work plan will involve an applicable QA/QC program and site safety plan as needed by each project.

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Critical Issues and Approaches to Solutions

Each project has unique circumstances and it will be critical to meet with key City staff involved with each project so concerns can be addressed and appropriate approaches can be developed. We recognize communication is crucial to every project's successful completion and our team will keep your representatives informed of results as they become available. Our team's familiarity with the area and the City, and our history of successful project completion with a number of general contractors, engineering firms and regulatory agencies on projects large and small will assist in keeping the project on time and on budget.

Our geotechnical/materials testing staff will be available for any foundation/subgrade consulting should an issue arise. Some of the items that might be considered in our scope of services besides the routine geotechnical and construction materials testing may include:

- Performing the evaluation during non-business hours, if necessary
- Subsurface utility locates using geophysical methods
- Crosshole sonic logging (CSL) and pile dynamic analyses (PDA)
- Structural steel or weld inspections
- Project site selection
- Forensic studies
- Void detection or shallow rock evaluation using geophysics
- Performing StructureScan™ surveying to ascertain the location of post-tensioned cables, reinforcing steel and piping
- Vibration monitoring
- Pavement evaluations
- Slope Stability
- Retaining Wall Recommendations
- Site Visits
- Interpretation of test data
- Third party reviews
- Roof inspections

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RESUME

Sheryl D. Gallagher, P.E., D.GE

Principal Engineer

**Experience:** 31 years**Education:** M.S., 2006, Civil Engineering, University of Kansas-Lawrence
B.S., 1983, Geological Engineering, South Dakota School of Mines & Technology**Registration:** Professional Engineer: AR, IA, IL, IN, KS, MO, NE, OK,**Certifications:** Diplomate, Geotechnical Engineering (D.GE) certification
OSHA 10-Hr Construction

Ms. Gallagher's responsibilities as Principal Engineer for the Geotechnical division include identifying, evaluating and implementing best practices, industry and client standards to maintain project continuity, schedule and budget. In addition to managing geotechnical projects, Sheryl's responsibilities have included analysis of subsurface site conditions, evaluation of soil and rock properties, providing recommendations for the design of shallow and deep foundations, supervision of field and laboratory investigation programs, and providing engineering support for construction projects.

Ms. Gallagher received Diplomate, Geotechnical Engineering (D.GE) certification in 2017 by the Academy of Geo-Professionals. She also received the Professional Woman of the Year award by the National Association of Professional Women for 2011.

- *Blue River Road, Kansas City, Missouri* - Project manager to provide forensic research, geotechnical evaluation and perform geophysical testing along Blue River Road to determine the cause of pavement distress and slope failure.
- *Leavenworth Road Improvements, Kansas City, Kansas* - Prepared a geotechnical exploration with recommendations for construction of over 30 cast-in place

concrete retaining walls to facilitate installation of sidewalks through the corridor. Analyses included global stability for the tallest walls.

- *97th and Conant, Exposed Concrete Pipe Assessment, Kansas City, Missouri* - The project involved research of records to determine the cause for the exposed concrete pipe and potential slope stability related to the erosion along the pipes. Research revealed the concrete pipes were part of an abandoned sewage treatment facility. Based on the observations in the field and the sewage treatment plant plans, the junction box inlet was likely blocked resulting in erosion around the pipes. Conceptual methods of slope stabilization were provided.
- *Parvin Road, Skiles to I-435, Kansas City, Missouri* - Project manager for a geotechnical exploration where the field activities included pavement coring, dynamic cone penetration and soil borings. Recommendations were provided for a roller compacted concrete, asphaltic concrete and Portland cement concrete sections.
- *Little Blue Parkway, Phase 4, Independence, Missouri* - Performed a subsurface investigation for a new roadway that included three bridges, a 35-foot tall MSE

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Sheryl D. Gallagher, P.E. continued

Principal Engineer

retaining wall and a box culvert. Due to calculated settlement of the subgrade in the 12 to 24 inch range, a two-stage retaining wall was recommended. Additionally, wick drain recommendations were provided so the project schedule could be maintained. Oversight of construction services included settlement monitoring, inclinometer and pore pressure measurements, and pile dynamic analyses.

- *Pedestrian Bridges for Little Blue River Trail, Kansas City, Missouri* - Project Manager for geotechnical services for the design and construction of two pedestrian bridges on municipal parks and recreational property. Engineering analyses were completed to determine the estimated settlement of the proposed embankments and pile capacities using allowable stress design methodologies.
- *Indian Creek Trail, Kansas City, Missouri* - Project Manager for geotechnical services for the design and construction of two retaining walls on Indian Creek Trail. One retaining wall is a soldier pile wall with concrete lagging and the second is a mechanically stabilized earth (MSE) wall.
- *MoDOT 554 Priority Bridges, Lee's Summit, Missouri* - Project Manager, drilling, logging and testing services
- *MoDOT Broadway Blvd. over I-670, Kansas City, Missouri* - Drilling, camera and crosshole sonic logging services.
- *MoDOT Miller County Route 17, Tuscumbia, Missouri* - Project Manager, drilling, camera and crosshole sonic logging services.
- *MoDOT I-70 Jackson County, Missouri* - Project Manager, drilling and CSL services for I-70/I-435 interchange bridges.
- *MoDOT Clay County US 169 Bridges, Missouri* - Drilling, camera and crosshole sonic logging services.
- *MoDOT Vernon County, Route B, Vernon, Missouri* - Project Manager, drilling, camera and crosshole sonic logging services.
- *MoDOT US 71 ITS Upgrades, Kansas City, Missouri* - Project Manager, crosshole sonic logging and drilling services.
- *MoDOT Route 136, Lancaster, Missouri* - Project Manager, Pile Dynamic Testing
- *Route 60/65 Interchange Improvements, Greene County, Missouri* - Project manager for services including foundation investigative corehole, wave equation/drivability analyses, and crosshole sonic logging for interchange improvements at routes 60 and 65 near Springfield, Missouri.

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RESUME

Stephen C. Damron

Construction Materials Testing Manager



Experience: 33 years

Certification: ACI Concrete Field Testing Technician Level I
 KDOT Aggregate Field Tester, Asphalt Inspection, Statistics Class, Basic Inspection, Concrete and Pavement Inspection School, Concrete Field Tester
 ICC Special Inspection Structural Masonry, Reinforced Concrete
 OSHA 10-Hr Construction
 MoDOT Aggregate Technician
 Nuclear Gauge Radiation Safety

Mr. Damron is the Construction Materials Testing Manager for the Kansas City office of Geotechnology. His extensive experience with multiple types of projects including federal, state, city and county agencies. He is responsible for training, data review, client service and quality management. Other duties include technical review of field reports, supervision of field staff and the development of client reports and proposals for construction projects. Mr. Damron has experience in subgrade evaluation of soils, stabilization and modification of existing conditions with cement, lime and fly ash, and pavement QA/QC on concrete and asphaltic pavements.

- *City of Blue Springs, Public Works Projects, Blue Springs Missouri* - CMT Manager providing construction inspection and materials testing for the City under a multi-year contract since 2008. A sample of the projects include Woods Chapel Road Improvements – Phase I and II, Route 7, Adams Dairy Parkway, Maintenance Building Addition, Public Works Facility Expansion, Salt Storage Building, and Howard L. Brown Public Safety Building. Primary duties included: construction observation, field and laboratory material testing, and documentation and review

of daily field reports. Materials tested included: soils, concrete, base rock, asphaltic concrete, and masonry. Observation services included: foundations, stabilized subgrades, structural steel, structural masonry, MSE walls, reinforcing steel, and concrete and asphaltic concrete paving.

- *City of Lenexa, Kansas Street Program On-Call Testing*– While with another firm Mr. Damron served as the project manager for this multi-year contract. Services included quality assurance testing of asphaltic concrete and Portland cement concrete pavements, subgrade stabilization and fill placement. Strict procedures were followed in gathering all samples, field and laboratory testing, and data recording. Mr. Damron was responsible for administering the contract, providing staff training, technical support and project oversight as the project manager.
- *City of Lawrence, Kansas On-Call Testing, Lawrence, Kansas* - CMT Manager. Geotechnology has had this on-call contract since 2012 and it is still in place. Services include laboratory testing of soils, concrete, and asphaltic concrete. In addition to these services, Geotechnology also provided concrete specification mix design verification testing services for the

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Stephen C. Damron continued

Construction Materials Testing Manager

City. The project consisted of a two-part testing program. The first part included obtaining cored specimens of existing Portland cement concrete pavements (PCCP) at preselected locations within Lawrence. Compressive strength, hardened air content, unit weight, permeability, water cement ratio and alkali silica reactivity (ASR) detection testing was performed on the cored samples. The second part of the testing program included obtaining raw materials from each of the local concrete producers to perform mix design verification testing. Fresh concrete tests performed for the mix design verification included, slump, air content, unit weight. Test specimens were cast to provide compressive and flexural strength test data, ASR data, and for permeability testing. The results of the tests were compared to the City's concrete specifications, KDOT specifications and KCCMB specifications. The City used this information to refine their specifications for future projects.

- *City of Liberty, On-Call Testing, Liberty, Missouri* - CMT Manager responsible for oversight of sampling of existing pavements for overlay evaluation, testing of soils, concrete and asphaltic concrete and observation of shallow foundations, drilled piers, concrete placement, and modular retaining walls.
- *City of Liberty, Downtown Streetscape, Liberty, Missouri* - CMT Manager. The project consisted of the removal and replacement of concrete pavement and sidewalks along Main Street between Mississippi Street and Kansas Street, Water Street between Franklin Street and

Kansas Street, Franklin Street between Main Street and Water Street, and Kansas Street between Prairie Street and Main Street. Concrete quality assurance testing was provided as part of our On-Call contract with the City. Our services included slump, air content, unit weight and compressive strength testing.

- *95th Street Bridge Deck Condition Survey, Overland Park, Kansas* - Project Manager for survey observations and laboratory testing.
- *University of Missouri, Kansas City UMKC* - On-Call CMT contract for various infrastructure projects.
- *Lawrence Police Headquarters, Lawrence, Kansas* - Project Manager responsible for oversight of field and laboratory testing and construction observation for the new 50,000 square foot building. Our inspection and testing services were provided for earthwork, concrete, structural steel, structural masonry, pavement subgrade, asphaltic concrete and modular retaining walls.
- *Liberty Drive, Liberty, Missouri* - CMT Manager responsible for oversight of field and laboratory testing and construction observation services for street improvements along a 2,700-foot long section of Liberty Drive between W. Mill Street and S. Ridge Avenue. Construction activities included: milling and resurfacing the existing asphaltic concrete; sidewalk replacement; 5,850 feet of curb; approximately 165 feet of cast-in-place retaining wall; approximately 860-foot long soldier pile retaining wall, and utility improvements.

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

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EXHIBIT 1 TO ORDINANCE

**EXHIBIT B
TO
ON-CALL AGREEMENT FOR
GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
GEOTECHNOLOGY, LLC**

SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall provide the following services to the City on an as-needed basis:

- Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.
- Construction materials testing that may include soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel, or other services as needed.
- Building Construction Special Inspection Services as required by the current International Building Code, as adopted by the Codes Administration Department.
- Laboratory testing that may include soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, sheer strengths, pavement, roofing, and other testing as required.
- Provide necessary support equipment to carry out required procedures.

EXHIBIT 1 TO ORDINANCE

**EXHIBIT C
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[Fee Schedule]

See following page(s).

EXHIBIT 1 TO ORDINANCE



2022 SCHEDULE OF FIELD AND LABORATORY SERVICES AND FEES
CONSTRUCTION MATERIALS TESTING
KANSAS CITY

TERMS: Services are provided in accordance with Geotechnology's Terms. A signed copy of the Terms must be on file with Geotechnology prior to performance of services and will apply to all services on all projects until such time as the Terms are reissued or withdrawn. Rates given on this Fee Schedule are for work performed through the 2022 calendar year. For work performed beyond calendar year 2022, rates in effect at that time will apply. **Time and mileage charges are portal to portal. Overtime rates for each category will be invoiced at 1.5 times the hourly rates listed. Overtime will be charged for each hour in excess of 8 hours per day on weekdays, each hour worked on weekends and holidays, and all second and third shift work. Personnel services conducted in the field are subject to a 3-hour minimum (cylinder/sample pick-ups have a 1-hour minimum) charge. Project management/administration costs are typically 15 to 18 percent of field services. A minimum of 8 hours per shift will be charged per employee for all second and third shift work. Either Visa or Mastercard credit card (plus 2% processing fee) may be used to purchase services offered by Geotechnology for project charges up to a maximum of \$2,000.00.**

FIELD SERVICES AND SPECIAL INSPECTIONS

	Rate	Unit
Soils, Concrete, Asphaltic Concrete	\$ 60.00	per hour
DOT Certified Technician (Soils, Concrete, Asphalt)	\$ 63.00	per hour

OFFICE / PROFESSIONAL SERVICES

Project Set-up Fee	\$ 200.00	each
Project Manager	\$ 140.00	per hour
Project Administrator/Word Processor	\$ 68.00	per hour

*Fees for services are based on the number of hours expended on project, including travel; by professional, technical, and clerical personnel. For emergency services, expert witness, and litigation, rates will be 50 percent greater. All rates include cost of general health and safety training and monitoring for technical personnel.

Reimbursable Expenses. Expenses other than salary costs that are directly attributable to our professional services are invoiced at our cost plus 10 percent. Mileage for travel to and from projects will be invoiced at either \$0.80/mile, the applicable vehicle trip charge, or daily rates used where appropriate.

Vehicle Trip Charges (Based on distance from our office to project site.)

Zone 6 – 26 to 30 miles	\$ 61.00	per trip
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Equipment Charges

	Rate	Unit
Nuclear Densometer	\$ 37.00	per day

**LABORATORY SERVICES**

FEES: Laboratory testing services are conducted in general accordance with the referenced standard unless requested otherwise. Laboratory testing prices include electronic delivery, and may include data reduction and plotting. Unless indicated in our proposal, additional charges are applicable for sample storage, materials that required unusual sample handling, or non-standard reporting. Laboratory tests performed on weekends or holidays will be charged at 150% of listed price.

Aggregate Quality Tests (Concrete and Asphalt)

	Rate	Unit
Relative Density - ASTM D 4253 and D 4254; (Includes washed sieve analysis)		
- Fine Aggregate	\$ 425.00	each
- Coarse Aggregate	\$ 550.00	each
Sieve Analysis, ASTM C 136 and ASTM C 117	\$ 95.00	each
>1" Particle Sieve Analysis	\$ 155.00	each
Material Finer than No. 200 Sieve, ASTM C 117	\$ 58.00	each
Organic Impurities in Fine Aggregate, ASTM C 40	\$ 63.00	each
Light Weight Particles, Coarse, ASTM C 123	\$ 257.00	each
Light Weight Particles, Fine, ASTM C 123	\$ 168.00	each
Los Angeles Abrasion, ASTM C 131	\$ 200.00	each
Clay Lumps and Friable Particles, ASTM C 142	\$ 63.00	each
Specific Gravity and Absorption, Coarse, ASTM C 127	\$ 79.00	each
Specific Gravity and Absorption, Fine, ASTM C 128	\$ 142.00	each
Sulphate Soundness, 5 cycles, ASTM C 88	\$ 315.00	each
Void Content of Fine Aggregate, AASHTO T-304	\$ 105.00	each
Flat and Elongated Particles, ASTM D 4791	\$ 252.00	each
Flat and Elongated Particles, KDOT, KT-59	\$ 221.00	each
Thin or Elongated Particles, MoDOT, ASTM D 4791	\$ 126.00	each
Freeze/Thaw, AASHTO T-103 Method B	\$ 473.00	each
Chert Content Soft/Hard	\$ 142.00	each

Asphaltic Concrete Laboratory Tests

	Rate	Unit
Marshall Tests, with Stability and Flow, ASTM D 6926 and ASTM D 6927	\$ 226.00	each
Marshall Density Only, Set of 3 pills ASTM D 6926	\$ 194.00	each
Extraction/Gradation, ASTM D 2172 and ASTM D 5444	\$ 231.00	each
Theoretical Maximum Specific Gravity, ASTM D 2041	\$ 95.00	each
Unit Density of Cores, ASTM D 2726	\$ 42.00	each
Gyratory Compaction, ASTM D 6925	\$ 284.00	each

Concrete Laboratory Tests

	Rate	Unit
Compressive Strength of Cylinders, ASTM C 39 (cast by Geotechnology)	\$ 19.00	each
Compressive Strength of Cylinders, ASTM C 39 (cast by others)	\$ 32.00	each
Compressive Strength of Concrete Cores, with Density ASTM C 42	\$ 47.00	each
Flexural Strength of Concrete Beams, ASTM C 78	\$ 42.00	each
Trim Irregular Cylinders	\$ 16.00	each
Trim Irregular Cores	\$ 32.00	each
Concrete Core Density	\$ 16.00	each
Concrete Pavement Thickness, ASTM C 174	\$ 26.00	each

Spares are automatically discarded if the 28-day tests are acceptable, unless we are instructed otherwise in writing.

**Soils Laboratory Tests****Index Tests**

	Rate	Unit
Atterberg Limits, ASTM D 4318		
One-point method	\$ 68.00	each
Three-point method	\$ 100.00	each
Specific Gravity, ASTM D 854	\$ 142.00	each
Moisture Content, ASTM D 2216	\$ 6.00	each
Organic Content by Ignition, ASTM D 2974	\$ 58.00	each
Resistivity, ASTM G 57	\$ 184.00	each
pH Value, ASTM G 51	\$ 53.00	each
Shrinkage Limit, ASTM D 427	\$ 179.00	each

Grain Size Distribution

Washed Sieve Analysis, ASTM C 136 and ASTM C 117	\$ 95.00	each
Hydrometer Test, ASTM D 422	\$ 179.00	each
Material Finer than No. 200 Sieve, ASTM C 117	\$ 58.00	each

Laboratory Compaction Tests

Standard Proctor, Soil, 4" ASTM D 698	\$ 195.00	each
Standard Proctor, Rock, 6" ASTM D 698	\$ 225.00	each
Modified Proctor, Soil, 4" ASTM D 1557	\$ 220.00	each
Modified Proctor, Rock, 6" ASTM D 1557	\$ 255.00	each
Admixture Surcharge	\$ 47.00	each