

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH GEOTECHNOLOGY, LLC, FOR GEOTECHNICAL-RELATED FORENSIC SERVICES FOR THE WILDWOOD MUNICIPAL BUILDING.**

**WHEREAS**, the City Council of the City of Wildwood, Missouri, places paramount importance on the continuous maintenance and preservation of the Wildwood Municipal Building; and

**WHEREAS**, proper maintenance of the Wildwood Municipal Building is crucial to its longevity and functionality; and

**WHEREAS**, at its meeting on September 11, 2023, the City Council formed the Ad Hoc Building Committee to assess and address the Wildwood Municipal Building's maintenance requirements; and

**WHEREAS**, substantial building distress has been observed within the Wildwood Municipal Building's lower-level lobby and Community Room, upper-level reception area, and upper-level west offices; and

**WHEREAS**, at its inaugural meeting on October 3, 2023, the Ad Hoc Building Committee resolved to engage the services of a reputable engineering firm to perform geotechnical-related forensic services, aiming to gather data on the current distressed condition of the Wildwood Municipal Building and assess the potential impact of its existing rain gardens; and

**WHEREAS**, Geotechnology, LLC, presented a proposal outlining various investigative measures, including the observation of potential differential movement at cracks within the building, an exploration of the relatively shallow subsurface conditions beneath the slab, an exploration of the subsurface conditions in the rain garden relative to future earthwork activities, and the installation of a groundwater monitoring piezometer; and

**WHEREAS**, at its meeting on February 15, 2024, the Ad Hoc Building Committee reviewed the proposal submitted by Geotechnology, LLC, and recommended that the City enter into an agreement with Geotechnology, LLC, to conduct geotechnical-related forensic services for the Wildwood Municipal Building; and

**WHEREAS**, at its meeting on March 5, 2024, the Administration and Public Works Committee of the City Council also reviewed the proposal submitted by Geotechnology, LLC, and recommended that the City enter into an agreement with Geotechnology, LLC, to conduct geotechnical-related forensic services for the Wildwood Municipal Building; and

**WHEREAS**, the City Council believes that maintaining the Wildwood Municipal Building is essential, serving as the centerpiece of governance in the City of Wildwood and providing a comfortable and well-maintained facility for visitors, staff, and residents alike.



**NOW THEREFORE, BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:**

**Section One.** That the form, terms, and provisions of the Consultant/Services Agreement by and between the City of Wildwood, Missouri, and Geotechnology, LLC, attached hereto, marked as Exhibit A, and incorporated by reference herein (the "Agreement"), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

**Section Two.** That the City Administrator is hereby authorized and directed on behalf of and in the name of the City to agree to do any and all other acts and things and to execute and deliver any and all other documents, instruments and certificates, all as may be necessary and appropriate to perform all of the terms, provisions and conditions of the Agreement. The execution by the City Administrator of any document, instrument, check or certificate referred to in this Ordinance and the Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

**Section Three.** The total expenses and liability of the City under the Agreement shall not exceed the annual sum of \$27,712.00.

**Section Four. Savings.** Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant, or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

**Section Five. Severability.** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

**Section Six.** This Ordinance shall be in full force and effect from and after the date of its final passage and approval.

This Bill was passed and approved this 11th day of March, 2024, by the Council of the City of Wildwood, Missouri, after having been read by title or in full two (2) times prior to its passage.

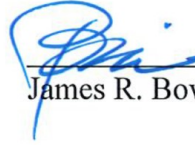


Presiding Officer

ATTEST:

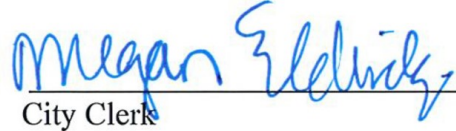


City Clerk



James R. Bowlin, Mayor

ATTEST:



City Clerk



City of Wildwood  
**CONSULTANT / SERVICES AGREEMENT**

DEPARTMENT: Public Works

DATE: February 23, 2024

THIS AGREEMENT, made and effective this 21st day of March, 2024, by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as "City", and Geotechnology, LLC, hereinafter referred to as "Consultant", with a business address of: 11816 Lackland Road, Suite 150, St. Louis, MO 63146.

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

**I. SCOPE OF SERVICES**

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in any attachments incorporated herein and additionally as follows:

City hall building monitoring and exploration as described below:

- a. Crack Monitoring: Observe potential differential movement at cracks within the building.
- b. Borings: Explore relatively shallow subsurface conditions beneath the building slab.
- c. Test Pits: Explore the subsurface conditions in the adjacent south rain garden.
- d. Piezometer: Install a groundwater monitoring piezometer.

and as more specifically described on Attachment B.

The above services (hereinafter referred to as the "Work") shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions attached hereto as Attachment A, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Consultant.

**II. COMPENSATION**

**A. Basic Compensation.** The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

a sum not to exceed Twenty-Seven Thousand, Seven Hundred Twelve dollars (\$27,712), as set forth on an Attachment B attached hereto and incorporated herein.

**B. Additional Compensation.** Any cost not specifically allowed the Consultant pursuant to Paragraph A, Basic Compensation, shall be considered Additional Compensation and must first



be authorized by a written Change Order approved by the City and Consultant. If City directs or authorizes additional services not included in this Agreement to be performed, the City and Consultant shall first agree by written Change Order as to how the Consultant is to be paid. Any services provided in addition to the Work shall not entitle Consultant to additional compensation unless approved in advance and by written Change Order executed by the City and the Consultant.

### III. TIME AND MANNER OF PAYMENTS

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above. When appropriate due to the nature of the Work of the Agreement, progress payments may be authorized to be made based upon completion of quantifiable/identifiable phases of the Work. If authorized by the City, a schedule of progress payments based on phases of Work completed and in such corresponding amounts as determined to be appropriate shall be set forth in Attachment C attached hereto.

### IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before April 15<sup>th</sup>, 2024. An initial report shall be completed and submitted on or before July 1<sup>st</sup>, 2024, summarizing the completed work, specifically the crack monitoring devices, borings, test pits and piezometer installation. A final report will be prepared and submitted at a mutually agreeable date, to include additional monthly data, which is anticipated to represent seasonal fluctuations. City staff will be available to obtain and record monthly observations of the crack monitoring devices and piezometer.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

Joseph Darmody  
Consultant

By Joseph D. Darmody

Title Director of Risk Management

Jim Baulin  
City of Wildwood

By Jim Baulin

Title Mayor

ATTEST:  
Megan Eldredge

DATE: 3/21/24

- ATTACHMENT A – Consultant/Services Agreement General Conditions
- ATTACHMENT B – Consultant Proposal
- ATTACHMENT C – Progress Payment Schedule (Optional)
- ATTACHMENT D – Consultant Liability Insurance Requirements



Attachment A

City of Wildwood  
**CONSULTANT/SERVICES AGREEMENT  
GENERAL CONDITIONS**

- 1. Independent Consultant.** The Consultant shall be and operate as an independent Consultant in the performance of this Agreement. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.
- 2. Assignment; Subcontracts.** This Agreement shall not be assigned to any other parties by the Consultant without the express written consent of the City. In addition, the Consultant shall not subcontract or assign any of the Work to be performed by it hereunder without the express written consent of the City except as may be set forth in Attachment B.
- 3. Proposals for the Work.** If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto, are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the proposal of the Consultant, the requirements of the executed Consultant/Services Agreement shall control unless a change thereto is specifically stated in this Agreement.
- 4. Changes to Work and/or Compensation.** No change in the Scope of Work, Compensation or terms contained in this Agreement shall be made except as authorized in advance in writing by Change Order approved by the City and Consultant. The Consultant shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so by written Change Order approved by the City and Consultant in advance of the Work being performed. Consultant, prior to the commencement of such changed or revised Work or request for compensation in excess of the Basic Compensation, shall promptly submit to the City a written cost or credit proposal for such changed or revised Work or additional compensation. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or compensation to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. The City reserves the right to suspend Work of the Consultant upon written notification from the City if the City and Consultant are not able to agree as to matters of scope and compensation for changes to the Work.
- 5. Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from consultant's breach of the Agreement or out of services and/or operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. Consultant's sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully due compensation, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys' fees arising from this Agreement.
- 6. Insurance.** Consultant shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Attachment D. The policies of insurance shall be in such form and shall be issued by such company or companies as may be reasonably satisfactory to the City. The City and such additional persons and entities as may be deemed



to have an exposure to liability as a result of the performance of the Consultant's Work, as determined by the City, shall be named as additional insured.

In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached Attachment D, but in no event less than the City's sovereign immunity limits as established by RSMo. §537.610, as adjusted from time to time. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Nothing in this Agreement, or the provision of insurance, shall be deemed a waiver of sovereign immunity by the City.

**7. Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**8. Accounting.** During the period of this Agreement, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

**9. Reimbursable Expenses.** Expenses of the Consultant that are directly attributable to the performance of the Agreement that are in addition to the Basic Compensation, such as reproduction charges, travel expenses, long distance phone calls, mileage, and sub-contractors, are to be set forth in a schedule of reimbursable fees and rates as part of the Agreement. Consultant personnel labor rate expenses for time while traveling in performance of the Agreement do not qualify as reimbursable expenses.

**10. Personnel.** The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

**11. Other Consultants.** The City reserves the right to employ other consultants in connection with the Work.

**12. Project Records and Work Product.** The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and any deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and work product of the Consultant created in performance of or relating to this Agreement. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the work product.

**13. Site Operations.** Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

**14. Termination.** The City shall have the right to terminate the Agreement at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Agreement an amount equal to



the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Work performed and accepted. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

**15. Compliance with Laws.** The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, worker eligibility, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement.

**16. Nondisclosure.** The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

**17. Representations.** Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

**18. Amendments.** This Agreement may be amended only by written agreement signed by the parties.

**19. Governing Law.** The interpretation of and performance under this Agreement shall be governed by the laws of the state of Missouri, without regard to choice of law principles.

**20. Severability.** If any provisions of this Agreement shall be found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and be construed to effectuate the intent of the parties.

**21. Notice.** Any notice or written communication required or permitted hereunder shall be sent to the parties via United States mail, certified return receipt requested, or via facsimile, to the respective addresses and numbers on file. Any notice so given shall be deemed effective on the date shown on the receipt thereof.

**22. Good Faith.** The parties shall act in good faith in the performance of their obligations hereunder.

**23. Prevailing Party.** If either party to this Agreement defaults in the performance of its obligation(s) hereunder, the prevailing party in any action to enforce its rights and remedies shall be entitled to obtain its costs and reasonable attorney's fees from the non-prevailing party.

**24. Non-Waiver.** The failure of either party to enforce any of its rights hereunder shall not act as a waiver of that or any other right possessed by such party under this Agreement.

**25. Authorization to Enter into Agreement.** Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.

**26. Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon both parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be delivered by facsimile or electronic mail transmission. This Agreement shall be considered to have been executed by a party, if there exists a photocopy, facsimile copy, electronic copy, or a photocopy of a facsimile or electronic copy of an original hereof or of a counterpart hereof which has been signed by such party. Any photocopy, facsimile copy, electronic copy or photocopy of a facsimile copy of this Agreement



or any counterpart hereof shall be admissible into evidence in any proceeding as though the same was an original.

**27. Other Special Provisions.** The special provisions set forth on Attachments C and D are incorporated herein by reference, and made a part hereof.



**Via email:**  
**rick@cityofwildwood.com**

## **Attachment B**

Revised

December 14, 2023

Mr. Rick C. Brown, P.E.  
City of Wildwood  
16860 Main Street  
Wildwood, Missouri 63040  
Re: Proposal for Forensics Services  
City Hall  
Wildwood, Missouri  
Geotechnology Proposal No. P035640.07

Dear Mr. Brown:

In response to your request, Geotechnology is pleased to submit this revised proposal to perform geotechnical-related forensics services for the City Hall. We have prepared this proposal based on our November 17, 2023 meeting and our previous experience evaluating building distress at City Hall.

### **1.0 PROJECT INFORMATION**

#### **1.1 Building Distress**

Substantial building distress has been observed in the lower-level lobby and community room, the upper-level reception desk, and in the upper-level west offices, as briefly described below. Other drywall cracks are also observed throughout the building. Cracks in the west side of the building appeared to be more substantial and widespread, but some narrow cracks have formed in the east side of the building.

- The distress in the lobby, community room, and reception area appears to be related to upward heave of the floor slab and/or column footings.
- The reception desk window reportedly shattered in 2021 due to movement-related stresses and has been repaired.
- Cracks in the upper-level west offices have formed in the caulk between drywall partition walls and steel columns. Windows or window frames have also shifted and gaps have developed between the glass and the mullions.

The building distress is suspected to be related to heave from expansive materials. Floor slab heave could be attributed to a shallow regional groundwater level in association with the expansive soils.





## 1.2 Rain Garden

We understand a plan to abandon the rain garden adjacent to the south foundation wall is being considered. The plans could include re-working the foundation wall backfill, providing positive drainage away from the building, and landscaping the area.

## 2.0 SCOPE OF SERVICES

The proposed scope of services is to observe potential differential movement at cracks within the building, explore relatively shallow subsurface conditions beneath the slab, explore the subsurface conditions in the rain garden relative to future earthwork activities, and install a groundwater monitoring piezometer.

Crack Monitoring. Observing potential differential movement will include installing crack monitoring gauges at approximately 15 locations, including selected cracks near the community room, the lower-level corridor, reception area, west offices, and west kitchen. Baseline readings of the gauges will be taken at the time of installation, with two follow-on readings taken on a monthly basis. General observations will be noted during the gauge reading events. If additional readings are taken by City of Wildwood personnel, they will be incorporated. The results of the monitoring will be presented in a report.

Slab Coring. Exploration of the conditions below the lower-level floor slab is proposed to include core drilling through the floor slab and extending borings beneath the slab using a hand auger. The borings will be extended to a depth of 4 feet or shallower refusal. Two locations are requested for coring. Suggested locations are the community room, and the kitchen or mechanical room. We request carpet or floor tile be taken up and restored by the Client. Geotechnology will lay plastic over the work area during the exploration activities, and will sweep up upon completion. The boreholes will be backfilled with sack mix concrete and the floor slab patched. The Client should allow for final cleaning by others.

Rain Garden Exploration. Exploration in the rain garden is anticipated to include hand auger borings and shallow excavation test pits to check the presence of the soil cover over the wall backfill, and to observe the condition of the wall drainage board/waterproofing. We will attempt to drill the hand auger borings to depths of 10 feet. Test pits are expected to be approximately 5 feet or shallower. We understand an excavating contractor will be provided by the Client. Borings and test pits will be backfilled with spoils.

Groundwater Piezometer. One open standpipe groundwater monitoring piezometer is proposed to be installed near the building, in an area away from rain gardens. The piezometer will be installed within a borehole. Based on previous boring data, shale and limestone could occur within a depth of approximately 15 feet, which is within a few feet of the lower level slab. Two approaches for the piezometer depth can be considered – installing the piezometer to the top of rock, or installing the piezometer into rock. Missouri Department of Natural Resources (MDNR) requirements for piezometers installed into rock include larger diameter boreholes,





which requires additional tooling, equipment, and costs. Drilling estimates for both approaches are included as attachments.

Soil and/or rock core samples will be collected during drilling using split-spoon samplers. The piezometer will be registered with MDNR, and will be completed with a flush-mounted plate. Spoils and samples will be disposed in a designated area on site. The groundwater level will be measured two to three times using an electronic water level tape during trips to observe crack monitoring gauges. Drill rig access to boring locations in unpaved areas could leave wheel marks in the grass or soil. Our scope does not include restoration of wheel ruts or other disturbance caused by the drill rig.

Drilling Approach. As the borings and pits are advanced, our engineer or geologist will log the cuttings, and representative samples will be returned to our laboratory in sealed containers. Public utilities will be notified via the Missouri One-Call system. We request private utilities be marked by the client. Geotechnology will not be liable to damage to private utilities.

Upon completion, the hand auger borings and pits will be backfilled with cuttings. Laboratory testing may include moisture content and Atterberg limits.

Reporting. We will provide a report of our findings after initial crack monitoring, borings, test pits, and the piezometer are completed. The report will include our opinion of the soils beneath the slab relative to heave and an assessment of the wall backfill relative to the rain garden. The report will be completed approximately two to three weeks after the field work. After two monthly events to observe crack monitoring gauges and the groundwater level in the piezometer, we will issue an observation summary report.

Our scope of services does not include any environmental assessment, investigation, or study for the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air, on or below or around the site.

### **3.0 FEE**

Our services are offered on a time and materials basis. Tables showing a breakdown of the fees are provided as attachments.

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





**4.0 ACCEPTANCE**

Our services will be performed in accordance with the attached Terms For Geotechnology's Services. If this proposal, including the Terms, is acceptable, please sign in the space provided below, indicating the selected options, and return one executed copy of this proposal to our office as your authorization for us to proceed.

\* \* \* \* \*

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

Very truly yours,

**GEOTECHNOLOGY, LLC**

Anthony W. Roth, P.E.  
Geotechnical Manager

AWR/FC:awr/jlf

Enclosures: Fee Estimates  
Terms For Geotechnology's Services

**AUTHORIZATION**

The services noted below are authorized.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

- \_\_\_\_\_ Crack monitoring services for an estimated fee of \$6,619.00.
- \_\_\_\_\_ Slab coring services for an estimated fee of \$5,507.00.
- \_\_\_\_\_ Rain garden exploration services for an estimated fee of \$4,921.00
- \_\_\_\_\_ Piezometer installation (select one below).
  - \_\_\_\_\_ To the rock surface for an estimated fee of \$6,729.50
  - \_\_\_\_\_ Into rock for an estimated fee of \$10,665.00.



**Fee Estimate - Crack Monitoring**  
**City Hall**  
**Wildwood, Missouri**

Item	Quantity	Unit Fee	Units	Extension
Crack Monitor	15	\$35.00	Each	\$525.00
Vehicle Charge	4	\$76.00	Days	\$304.00
Principal	2	\$200.00	Hour	\$400.00
Senior Project Manager	15	\$165.00	Hour	\$2,475.00
Staff Engineer	25	\$105.00	Hour	\$2,625.00
Drafter	2	\$90.00	Hour	\$180.00
Word Processor	2	\$55.00	Hour	\$110.00
<b>Subtotal</b>				<b>\$6,619.00</b>

The following items were not included in this Fee Estimate:

1. Excessive stand-by time on site due to circumstances beyond the control of Geotechnology, Inc.
2. Extra or additional services beyond those identified within this proposal.
3. Weekend, holiday, and overtime work in excess of the allowances contained herein.

Note: Hourly rates are portal-to-portal, all durations are rounded to the nearest hour. Environmental issues are not included in this estimate, if encountered the drilling crew will stop work, the project manager will inform the client and we will proceed as

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



**Fee Estimate - Slab Coring**  
**City Hall**  
**Wildwood, Missouri**

Item	Quantity	Unit Fee	Units	Extension
Coring Equipment	1	\$147.00	Days	\$147.00
Vehicle Charge	3	\$76.00	Days	\$228.00
Diamond Bit Charge	8	\$11.00	Inches	\$88.00
Supplies	1	\$100.00	Estimate	\$100.00
Moisture Content Soil/Rock ASTM D2216	6	\$8.00	Each	\$48.00
Atterberg Limits, 1-Pt Method ASTM D4318	4	\$69.00	Each	\$276.00
Principal	10	\$200.00	Hour	\$2,000.00
Staff Engineer	10	\$105.00	Hour	\$1,050.00
Coring Crew	8	\$160.00	Hour	\$1,280.00
Drafter	2	\$90.00	Hour	\$180.00
Word Processor	2	\$55.00	Hour	\$110.00
<b>Subtotal</b>				<b>\$5,507.00</b>

The following items were not included in this Fee Estimate:

1. Excessive stand-by time on site due to circumstances beyond the control of Geotechnology, Inc.
2. Extra or additional services beyond those identified within this proposal.
3. Weekend, holiday, and overtime work in excess of the allowances contained herein.

Note: Hourly rates are portal-to-portal, all durations are rounded to the nearest hour. Environmental issues are not included in this estimate, if encountered the drilling crew will stop work, the project manager will inform the client and we will proceed as

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





**Fee Estimate - Rain Garden Exploration**  
**City Hall**  
**Wildwood, Missouri**

Item	Quantity	Unit Fee	Units	Extension
Vehicle Charge	2	\$76.00	Days	\$152.00
Moisture Content Soil/Rock ASTM D2216	12	\$8.00	Each	\$96.00
Atterberg Limits, 1-Pt Method ASTM D4318	4	\$69.00	Each	\$276.00
Boring Log	4	\$38.00	Each	\$152.00
Principal	10	\$200.00	Hour	\$2,000.00
Staff Engineer	11	\$105.00	Hour	\$1,155.00
Engineer/Geologist Logger	8	\$100.00	Hour	\$800.00
Drafter	2	\$90.00	Hour	\$180.00
Word Processor	2	\$55.00	Hour	\$110.00
			<b>Subtotal</b>	<b>\$4,921.00</b>

The following items were not included in this Fee Estimate:

1. Excessive stand-by time on site due to circumstances beyond the control of Geotechnology, Inc.
2. Extra or additional services beyond those identified within this proposal.
3. Weekend, holiday, and overtime work in excess of the allowances contained herein.
4. Restoration of wheel ruts or other disturbance caused by the excavator.

Note: Hourly rates are portal-to-portal, all durations are rounded to the nearest hour. Environmental issues are not included in this estimate, if encountered the drilling crew will stop work, the project manager will inform the client and we will proceed as

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**Fee Estimate - Piezometer - Option 1**  
**Piezometer Installed to Rock**  
**City Hall**  
**Wildwood, Missouri**

**Engineering**

Item	Quantity	Unit Fee	Units	Extension
Engineer/Geologist Logger	8	\$100.00	Hour	\$800.00
Vehicle Charge	1	\$76.00	Days	\$76.00
Principal	3	\$200.00	Hour	\$600.00
Project Manager	3	\$150.00	Hour	\$450.00
Staff Engineer	2	\$105.00	Hour	\$210.00
Drafter	1	\$90.00	Hour	\$90.00
Word Processor	1	\$55.00	Hour	\$55.00
			<b>Subtotal</b>	<b>\$2,281.00</b>

**Drilling**

Item	Quantity	Unit Fee	Units	Extension
Utility Locates, JHA, Field / Project Coordination	3	\$131.00	\$ 131.00	\$393.00
Project Management	1	\$173.00	\$ 173.00	\$173.00
Mobilization/Demobilization	1	\$593.00	\$ 593.00	\$593.00
ATV Daily Surcharge	1	\$189.00	\$ 189.00	\$189.00
4 1/4" H.S.A. Drilling	25	\$18.50	\$ 18.50	\$462.50
SPT Sampling	7	\$21.00	\$ 21.00	\$147.00
Rotary or Rock Core Set Up	0	\$131.00	\$ 131.00	\$0.00
NQ Rock Coring	0	\$47.50	\$ 47.50	\$0.00
2" PVC Piezometer Installed	25	\$32.00	\$ 32.00	\$800.00
Flush-Mount Well Cover	1	\$507.00	\$ 507.00	\$507.00
MDNR Certification Record	1	\$285.00	\$ 285.00	\$285.00
Fuel Surcharge	1	\$68.00	\$ 68.00	\$68.00
Standby / Move Time / Water Hauling / Cuttings Removal	3	\$242.00	\$ 242.00	\$726.00
Support Vehicle	1	\$105.00	\$ 105.00	\$105.00
			<b>Subtotal</b>	<b>\$4,448.50</b>

**Combined Subtotal      \$6,729.50**

The following items were not included in this Fee Estimate:

1. Excessive stand-by time on site due to circumstances beyond the control of Geotechnology, Inc.
2. Extra or additional services beyond those identified within this proposal.
3. Weekend, holiday, and overtime work in excess of the allowances contained herein.
4. Private utilities clearances are the responsibility of the owner / client. Geotechnology Exploration, LLC is not liable for damage to any private utility.
5. Restoration of wheel ruts or other disturbance caused by the drill rig.

Note: Hourly rates are portal-to-portal, all durations are rounded to the nearest hour. Environmental issues are not included in this estimate, if encountered the drilling crew will stop work, the project manager will inform the client and we will proceed as instructed.

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





**Fee Estimate - Piezometer - Option 2**  
**Piezometer Installed into Rock**  
**City Hall**  
**Wildwood, Missouri**

**Engineering**

Item	Quantity	Unit Fee	Units	Extension
Engineer/Geologist Logger	8	\$100.00	Hour	\$800.00
Vehicle Charge	1	\$76.00	Days	\$76.00
Principal	3	\$200.00	Hour	\$600.00
Project Manager	3	\$150.00	Hour	\$450.00
Staff Engineer	2	\$105.00	Hour	\$210.00
Drafter	1	\$90.00	Hour	\$90.00
Word Processor	1	\$55.00	Hour	\$55.00
<b>Subtotal</b>				<b>\$2,281.00</b>

**Drilling**

Item	Quantity	Unit Fee	Units	Extension
Utility Locates, JHA, Field / Project Coordination	7	\$131.00	\$ 131.00	\$917.00
Project Management	2	\$173.00	\$ 173.00	\$346.00
Mobilization/Demobilization	1	\$593.00	\$ 593.00	\$593.00
ATV Daily Surcharge	2	\$189.00	\$ 189.00	\$378.00
6 1/4" H.S.A. Drilling	15	\$25.00	\$ 25.00	\$375.00
SPT Sampling	5	\$21.00	\$ 21.00	\$105.00
Rotary or Rock Core Set Up	1	\$131.00	\$ 131.00	\$131.00
NQ Rock Coring	10	\$47.50	\$ 47.50	\$475.00
Air Compressor Rental	1.5	\$1,000.00	\$ 1,000.00	\$1,500.00
Air Compressor Delivery	1	\$650.00	\$ 650.00	\$650.00
6" Air Rotary Drilling	10	\$25.00	\$ 25.00	\$250.00
2" PVC Piezometer Installed	25	\$32.00	\$ 32.00	\$800.00
Flush-Mount Well Cover	1	\$507.00	\$ 507.00	\$507.00
MDNR Certification Record	1	\$285.00	\$ 285.00	\$285.00
Fuel Surcharge	2	\$68.00	\$ 68.00	\$136.00
Standby / Move Time / Water Hauling / Cuttings Removal	3	\$242.00	\$ 242.00	\$726.00
Support Vehicle	2	\$105.00	\$ 105.00	\$210.00
<b>Subtotal</b>				<b>\$8,384.00</b>

**Combined Subtotal      \$10,665.00**

The following items were not included in this Fee Estimate:

1. Excessive stand-by time on site due to circumstances beyond the control of Geotechnology, Inc.
2. Extra or additional services beyond those identified within this proposal.
3. Weekend, holiday, and overtime work in excess of the allowances contained herein.
4. Private utilities clearances are the responsibility of the owner / client. Geotechnology Exploration, LLC is not liable for damage to any private utility.
5. Restoration of wheel ruts or other disturbance caused by the drill rig.

Note: Hourly rates are portal-to-portal, all durations are rounded to the nearest hour. Environmental issues are not included in this estimate, if encountered the drilling crew will stop work, the project manager will inform the client and we will proceed as instructed.

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

**Attachment C**  
**Consultant/Services Agreement**  
**Progress Payment Schedule**

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Consultant: Geotechnology

Date: \_\_\_\_\_

Project: \_\_\_\_\_

Basic Compensation: \$ \_\_\_\_\_

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<u>Phase of Work</u> (Describe)	<u>% of Total</u>	<u>Progress Payment</u>
Phase I:	_____%	\$ _____
Phase II:	_____%	\$ _____
Phase III:	_____%	\$ _____
Phase IV:	_____%	\$ _____
Phase V:	_____%	\$ _____

Total Basic Compensation: \$ \_\_\_\_\_



## Attachment D

### **Consultant Liability Insurance Requirements**

The Consultant shall purchase and maintain in full force and effect the following insurance coverages with an insurance carrier acceptable to the City:

The policy(ies) shall be endorsed to cover the contractual liability of the Consultant under the General Conditions.

The Consultant and its Sub-consultants shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000\*.
- (b) Comprehensive General Liability and Bodily Injury
  - Including Death: \$500,000 each person\*
  - \$3,000,000 each occurrence\*
  - Property Damage: \$3,000,000 each occurrence\*
  - \$3,000,000 aggregate\*
- (c) Comprehensive Automobile Liability, Bodily Injury
  - Including Death: \$500,000 each person\*
  - \$3,000,000 each occurrence\*
  - Property Damage: \$3,000,000 each accident\*
- (d) Professional Liability
  - Including Death: \$500,000 each person\*
  - \$3,000,000 each occurrence\*
  - Property Damage: \$3,000,000 each occurrence\*
  - \$3,000,000 aggregate\*

The City's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Consultant commencing the Work on this project. The certificates must state "The City of Wildwood is an additional insured."

\* but not less than the sovereign immunity limits established by RSMo. 537.610 et seq.