

Scott Vilas  
Project Manager  
Navigate Building Solutions  
6400 W. 110<sup>th</sup> Street, Suite 200  
Overland Park, KS 66221

May 19, 2025

Re: Field Services for Pleasant Hill Animal Shelter

Dear Scott:

Navigate Building Solutions requires a local partner for special inspection services for their Pleasant Hill Animal Shelter located at 223 Patterson St, Pleasant Hill, Missouri. Alpha-Omega Geotech, Inc. (AOG) is the geotechnical engineer of Record for this project, ensuring quality construction at each site. We are recognized as the local special inspection experts in the Kansas City metropolitan area.

We understand this project consists of constructing a new single-story building, with an approximate footprint of 5,225 sq ft slab on grade with CMU block construction. The construction special inspections will include earthwork, foundations, footings, concrete, reinforced masonry, and steel testing and inspections. Our firm will conduct special inspections and material testing in accordance with the requirements outlined in the permit plans.

The fees for special inspections and testing services are based on the "Pleasant Hill, MO Animal Shelter Permit" Plans, specifications, and Construction Schedule dated April 29, 2025, provided. All inspections are conducted in accordance with applicable ASTM standards and building codes. This is a not-to-exceed estimate without written approval from the Owner or their authorized representative.

*The number of trips and their duration will depend upon site conditions and scheduling decisions that are made by the contractor as well as the various subcontractors. In addition, the actual subsurface conditions that are encountered as the work is performed could also affect the total cost of these construction phase inspection and testing services.*

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***“We’ve worked with many geotechnical firms and prefer AOG. We always recommend them to customers. They are at the top of our list because they’re problem solvers. AOG will listen to customers and come up with solutions that are solid and affordable.”***

### Why Alpha-Omega Geotech?

- **We help move your projects forward** by proposing efficient solutions that allow you to stay on schedule and budget. Navigate Building Solutions has partnered with a geotechnical firm with a reputation for being a comprehensive problem solver during construction, ensuring projects remain on schedule. This partner also possesses unsurpassed knowledge of soil conditions in the Kansas City region. Our local laboratory and a large team of field technicians ensure we move quickly, providing fast results, excellent solutions, and deep knowledge of the area's soil compositions.
- **We have extensive experience.** Our staff has nearly 200 years of combined experience in geotechnical and material testing. The lead technicians we propose for this project have over 20 years of experience providing these services individually. AOG has provided special inspections and testing services for many similar projects in the metropolitan area for over 40 years.
- **Owners and contractors are our biggest fans.** This year, we completed over 500 projects, and 80% of those projects were for repeat clients and client referrals. Owners and contractors choose Alpha-Omega Geotech time and time again thanks to our on-site presence, daily interactions with contractors, responsiveness, and fair pricing. Where other large firms seek opportunities to bill for engineering input, our technicians provide immediate insights. They can quickly consult and confirm with owners and contractors, often at no additional charge to our clients.

As our clients will attest, AOG is the go-to solutions-focused partner for all geotechnical needs in the Kansas City metropolitan area. We look forward to demonstrating this during your project and continuing our working relationship with Navigate Building Solutions. We have developed this proposal based on the information provided. We truly appreciate the opportunity to present our proposal and look forward to partnering with Navigate Building Solutions to help execute the development of The Pleasant Hill Animal Shelter.

If you would like to retain AOG to provide construction testing services for the Pleasant Hill Animal Shelter, please complete the authorization form enclosed.

Please let us know if you have any questions. We understand you would like to move quickly, and we will follow up with you if we have not received your signed authorization form.

We look forward to continuing to work with you on this project. Please don't hesitate to contact me with any questions and we can discuss the next steps.

Sincerely,



**Dave Flessner**  
Director of Business Development  
Alpha-Omega Geotech, Inc.  
dflessner@AOGeotech.com  
913-371-0000

## PW No. 250387 F

**Project Location:**  
233 Patterson Street  
Pleasant Hill, Mo 64080

*Assumptions: Based on the drawings and the scope of the project, some full-time monitoring of the subgrade or engineered fill is required. AOG will inspect and verify the bearing surface conditions of the building and parking areas and rebar in the footings of the building. We have quoted only the time needed for footing inspections and basic compaction of new construction areas.*

Item	Note	Qty	Unit	Qty	Unit	Rate	
Field Technician (daily)	(General site and pad inspection)	5	trips @	1	days @	\$650.00 /day	\$3,250.00
Nuclear densometer (daily)				5	days @	\$175.00 /day	\$875.00
Field Technician (hourly)	(Footing/Fdn wall inspection)	4	trips @	6	hours @	\$85.00 /hour	\$2,040.00
Concrete compressive strength testing	(Set of 5)			4	sets @	\$100.00 /set	\$400.00
Field Technician (hourly)	(Cylinder pickup - non-pour days)	2	trips @	3	hours @	\$85.00 /hour	\$510.00
Trip charge	Roundtrip AOG	11	trips @	80	Miles @	\$0.75 /mile	\$660.00
						<b>Subtotal</b>	<b>\$7,735.00</b>

*Assumptions: Based on the drawings, concrete will be placed in several pours of short duration throughout the project. Concrete testing is required for approximately six to seven hours when those pours occur, based on contractor scheduling and climatic conditions.*

Item	Note	Qty	Unit	Qty	Unit	Rate	
Field Technician (hourly)	(Sampling SOG Concrete)	2	trips @	6	hours @	\$85.00 /hour	\$1,020.00
Concrete compressive strength testing	(Set of 5)			4	sets @	\$100.00 /set	\$400.00
Field Technician (hourly)	(Cylinder pickup - non-pour days)	2	trips @	3	hours @	\$85.00 /hour	\$510.00
Trip charge	Roundtrip AOG	4	trips @	80	Miles @	\$0.75 /mile	\$240.00
						<b>Subtotal</b>	<b>\$2,170.00</b>

*Assumptions: Masonry inspections on structural masonry components will be required. The number of trips and their durations are based on the contractors schedule. The walls shown require full-time inspections when grout is being placed.*

Item	Note	Qty	Unit	Qty	Unit	Rate	
Masonry Inspector (daily)	(Bldg masonry inspections)	10	trips @	1	days @	\$965.00 /day	\$9,650.00
Grout compressive strength	(Set of 4)	3	sets @	4	each @	\$50.00 /block	\$600.00
Trip charge	Roundtrip AOG	10	trips @	80	Miles @	\$0.75 /mile	\$600.00
						<b>Subtotal</b>	<b>\$10,850.00</b>



## Probable Cost Estimate for Pleasant Hill Animal Shelter

PW No. 250387 F

### STEEL INSPECTIONS

*Assumptions: All bolted connections on prefabricated structural members and welded connections will be observed and inspected in approximately two trips. AOG has full access to the areas with bolted and welded connections and apparatus to make visual inspections at each connection point. This will*

Item	Note	Qty	Unit	Qty	Unit	Rate	
Field Engineer (P.E.) (hourly)	(Structural Steel Inspections)	3	trips @	4	hours @	\$175.00 /hour	\$2,100.00
Trip charge	Roundtrip AOG	3	trips @	80	Miles @	\$0.75 /mile	\$180.00
<b>Subtotal</b>							<b>\$2,280.00</b>

**Estimated Subtotal \$23,035.00**

All hourly rates are based on 6am to 6pm Central Time Monday through Friday working hours. Hourly rates are based on a three (3) hour minimum charge unless otherwise indicated. A reduced three (3) hour minimum charge will apply for scheduled show-up trips when the construction work needing testing/inspection was not complete or ready at the time of the scheduled site visit. Hourly and mileage rates are portal-to-portal (A-OG). Invoicing will reflect the original reserved time period that is scheduled.

Daily rates may be used for trips (portal-to-portal) of six (6) hours or longer. To comply with ASTM testing requirements, concrete cylinder pickup charges may apply depending on the frequency of concrete testing, and standalone cylinder pickup trips will be billed at a two (2) hour minimum charge. AOG reserves the right to retain qualified subcontractors to provide services to meet project scheduling requirements and specific local municipality requirements. Visual weld inspections services, which do not include other forms of NDT, are quoted herein. NDT testing of required weldments will incur additional fees for the specialized NDT equipment required.

For all field services, mileage is charged at \$0.75 per mile, portal-to-portal (A-OG). For all overtime hours (hourly before 6am and/or after 6pm, weekends, holidays, nights and beyond 8 hours), the rate will be 150% of the quotation.

A charge of 15% will be added for engineering review and for report preparation and administration on all field related services.

Reimbursable expenses:

Printing: Cost + 25%

Mileage: \$0.75 per mile, portal-to-portal (A-OG). \$25 min.

It should be understood the estimated amount for the construction phase inspection and testing services that has been calculated herein reflects the total for the given number of trips for each item. The actual number of trips that will be required will depend upon scheduling decisions that are made by the contractor and/or subcontractors, which are beyond our control. In addition, the actual subsurface conditions that are encountered when the excavation work is underway could also affect the total cost of the construction material testing services. Nevertheless, all of our services will be provided as scheduled by the project superintendent, or designated representative, on a time-and-material basis as required by the project requirements. As a result, the total cost of the required Special Inspections may be higher or lower than estimated. In addition, other testing services such as compaction testing of the paved areas, asphalt pavement, and curbing may not be included in this estimate, but can be provided if required by the project specifications at the unit rates given.

**FINAL PAYMENT:** All open invoices shall become due and payable prior to delivery/release of A-OG's "Final Special Inspections Report" to the client, owner, and/or city. If OWNER/CLIENT fails to make any undisputed payment due A-OG for services and expenses, the Final Special Inspection Report will not be released.

### Submitted by:

Blake Bennett

Alpha-Omega Geotech, Inc.

1701 State Avenue

Kansas City, KS 66102

913.371.0000

## AUTHORIZATION FORM

Pleasant Hill Animal Shelter– Pleasant Hill, MO

Date: May 19, 2025  
Proposal No.: AOG 250387

Prepared by Dave Flessner  
Alpha-Omega Geotech, Inc.  
1701 State Avenue, Kansas City, KS 66102  
[dflessner@aogeotech.com](mailto:dflessner@aogeotech.com)  
[www.aogeotech.com](http://www.aogeotech.com)

To authorize the scope of services described in the above-referenced proposal, please return an executed copy of this signature sheet to our office via email, fax, or mail. Electronic signatures are acceptable.

We truly appreciate the opportunity to be of service. If you have any questions regarding this proposal, please call us at (913) 371-0000.

### ACCEPTED BY:

Client (please print): \_\_\_\_\_  
Address of Client: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Representative (print name): \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature of Representative: \_\_\_\_\_  
  
Preferred Invoicing Contact: \_\_\_\_\_  
Name / Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Purchase Order # (if needed): \_\_\_\_\_  
AOG Representative: David Flessner  
  
Signature of Representative: David Flessner

Please note that an authorized representative of the client and not another party acting as an agent of the client must carry out this agreement. All services rendered under this agreement will be provided in accordance with the enclosed terms and conditions on behalf of the client and invoices will be submitted to the address given above.

**ACORD**<sup>TM</sup>**C RTIFICATE OF LIA IL TY NSURANCE**

DA (MM/DD/YYYY)

9/24/2024

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

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

<b>PRODUCER</b> <b>Haas &amp; Wilkerson Insurance</b> <b>4300 Shawnee Mission Parkway</b> <b>Fairway, MO 66205</b> <b>913 432-4400</b>		<b>CONTACT NAME:</b> Rhianna McCormick <b>PHONE (A/C, No, Ext):</b> 913-676-9241 <b>E-MAIL ADDRESS:</b> hwcertificates@hwins.com <b>FAX (A/C, No):</b> 913-432-6159															
<b>INSURED</b> <b>Alpha Omega Geotech, Inc.</b> <b>1701 State Ave</b> <b>Kansas City, KS 66102</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : National Fire Ins of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER D : Travelers Casualty &amp; Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Transportation Insurance Company	20494	INSURER B : Continental Insurance Company	35289	INSURER C : National Fire Ins of Hartford	20478	INSURER D : Travelers Casualty & Surety Company	19038	INSURER E :		INSURER F :	
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**COVERAGE CERTIFICATE NUMBER: R VIS ON NUMBER:**

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

NSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFFECT DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		6079405331	10/01/2024	10/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		6079405328	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIABILITY EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		6079405345	10/01/2024	10/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC679405359	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

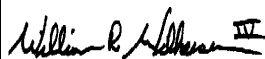
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Coverage

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

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2024

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

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

<b>PRODUCER</b> Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	<b>CONTACT NAME:</b> Monica Wilks <b>PHONE (A/C, No, Ext):</b> 816-857-7820 <b>E-MAIL ADDRESS:</b> mwilks@holmesmurphy.com <b>FAX (A/C, No):</b>
<b>INSURED</b> Alpha-Omega Geotech, Inc. 1701 State Avenue Kansas City, KS 66102	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Berkley Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : <b>NAIC #</b> 32603

**COVERAGES****CERTIFICATE NUMBER:** 1422238621**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability Claims Made			AEC907890103	7/20/2024	7/20/2025	Each Claim Annl Aggr 2,000,000 2,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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TERMS AND CONDITIONS  
ALPHA-OMEGA GEOTECH, INC.

**SECTION 1: SCOPE OF WORK:** ALPHA-OMEGA GEOTECH (AOG) shall perform the services defined in the contract and shall invoice the Client for those services at the lump sum or fee schedule rate. Any opinions as to probable or estimated cost stated in this contract, if given, shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are encountered, the scope of work may change even as the work is in-progress. AOG will provide these additional services at the contract fee schedule rate. If our personnel are scheduled by the owner, contractor or other designated representative, or otherwise required by building code or project requirements, all services beyond the scope of this contract will be provided at the unit rates given even if the total cost of those services exceeds the estimated total, contract or purchase order amount. All costs incurred because of delays in authorizing the additional work will be billed to the Client. Fee schedules are valid for one year following the date of the contract unless otherwise noted. AOG's services do not include the investigation or detection, or address in any manner, the presence or prevention of biological pollutants, (e.g. mold, fungi, bacteria, viruses or their byproducts) or any occupant safety issues. In the event that the Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. Commencement of services by AOG pursuant to this proposal shall constitute formal acceptance of these terms and conditions in their entirety.

**SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS:** Unless otherwise agreed, the Client will furnish AOG with right-of-access to the site in order to conduct the planned exploration. While AOG will take all reasonable precautions to minimize any damage to the property, the Client understands that in the normal course of work some damage may occur, the restoration of which is not part of this agreement. Unless otherwise agreed, the Client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

**SECTION 3: SOIL BORING AND TEST LOCATIONS:** The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. If greater accuracy is required, the services of a professional surveyor should be obtained. The Client will furnish AOG with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. AOG reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the Client in writing at the time the diagram is supplied. AOG reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to AOG prior to the date of this contract.

**SECTION 4: UTILITIES:** In the performance of its work, AOG will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. To the extent permitted by law, the Client agrees to hold AOG harmless and indemnify AOG for any claims, payments or other liability, including costs and reasonable attorney fees, incurred by AOG for any damages to subterranean structures or utilities which are not called to AOG's attention, are not correctly marked including by a utility locate service, or are incorrectly shown on the plans furnished to AOG.

**SECTION 5: UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the owner, the Client, or their representative to advise AOG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which AOG may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by AOG employees, agents or subcontractors. If AOG observes or suspects the existence of unanticipated hazardous materials during the course of providing services, AOG may at its option terminate further work on the project and notify Client of the condition. Services will be resumed only after a re-negotiation of scope of services and fees. In the event that such re-negotiation cannot occur to the satisfaction of AOG, AOG may at its option terminate this contract.

**SECTION 6: DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED EQUIPMENT:** AOG does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, and used disposable protective gear and equipment, are the property of the Client, and responsibility for proper transportation and disposal is the Client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the Client. The Client shall purchase all such equipment and it shall be turned over the Client for proper disposal unless prior alternate contractual arrangements are made.

**SECTION 7: INVOICES:** AOG may submit invoices to the Client twice monthly or as phases are completed, and a final bill upon completion of services. Any retainer required by AOG shall be held and applied against the final invoice. Payment is due upon presentation of invoice, and, unless other arrangements are made, is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If the Client fails to make payments when due and AOG incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to AOG. Collection costs shall include, without limitation, legal fees, collection agency fees, and expenses, court costs, collection bonds and reasonable AOG staff costs at standard billing rates for AOG's time spent in efforts to collect. This obligation of the Client to pay AOG's collection costs shall survive the term of this agreement or any earlier termination by either party. If the Client fails to make payment to AOG in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by AOG. Payment of any invoice by the Client to AOG shall be taken to mean that the Client is satisfied with AOG's services and is not aware of any deficiencies in those services. In the event that AOG's services are ultimately paid by another party, the Client shall make payment in full for all undisputed amounts within 45 calendar days regardless of whether the Client receives payment from that other party. If the Client objects to any portion of an invoice, the Client shall so notify AOG within 20 calendar days of receipt of the invoice. To the extent permitted by law, the Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

It is the responsibility of the Client to determine whether federal, state or local prevailing wage requirements apply and to notify AOG if prevailing wages apply. If it is later determined that prevailing wages apply, and AOG was not previously notified by Client, the Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless AOG from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

**SECTION 8: OWNERSHIP OF DOCUMENTS:** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by AOG as instruments of service, shall remain the property of AOG unless there are other contractual agreements.

**SECTION 9: CONFIDENTIALITY:** AOG shall hold confidential all business or technical information obtained from the Client or his affiliates or generated in the performance of services under this agreement and identified in writing by the Client as "confidential." AOG shall not disclose such information without the Client's consent except to the extent required for: 1) Performance of services under this agreement; 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any subpoena, court order or other governmental directive and/or, 4) Protection of AOG against claims or liabilities arising from performance of services under this agreement. AOG's obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

**SECTION 10: STANDARD OF CARE:** Services performed by AOG under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests or explorations are made by AOG and that the data, interpretations and recommendations of AOG are based solely upon the data available to AOG. AOG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

The American society for testing and materials (ASTM) and other organizations have developed a variety of prescriptive professional practice standards (standard practices and standard guides) that identify specific methods professionals could or should use to obtain results. Such prescriptive professional practice standards fail to consider the unique needs of a Client, the Client's project-specific expectations, or the requirements and obligations of the professionals engaged to provide the service, nor do they consider more effective techniques that may have been developed subsequent to the issuance of such standards. These ASTM and any other standards are generic and general in nature and, therefore, do not constitute, nor are they tantamount to the applicable standard of care, which necessarily is defined and must consider project/specific contractual terms and other particular needs, expectations, circumstances, and

requirements of the project and the professional engagement. As such, strict or even general adherence to ASTM's or any other organization's prescriptive professional practice standards may not be appropriate or in the best interests of the Client or the project. Accordingly, unless indicated otherwise in AOG's instruments of service, AOG is not following prescriptive professional practice standards issued by ASTM or any other organization, and has instead worked to develop a scope of service specifically for this project, in accordance with the Client's directive, budgetary constraints, needs and/or preferences as well as AOG's contractual obligations.

**SECTION 11: SAFETY:** AOG has adopted safety policy procedures for its personnel when providing services at known or suspected hazardous waste sites. AOG personnel will adhere to these procedures, as site conditions require. A copy of each site's safety policy and procedures for environmental/hazardous waste projects is on file with the corporate safety officer and is available for review. AOG is not responsible or liable for injuries or damage incurred by third parties who are not employees of AOG. It is understood that AOG will not be responsible for job or site safety of the project. All job and site safety including but not limited to OSHA Subpart P will be the sole responsibility of the contractor unless contracted to others.

**SECTION 12: SUBPOENAS:** The Client is responsible, after notification, for payment of all time charges and expenses including legal expenses incurred by AOG resulting from the required response by AOG to subpoenas issued by any party other than AOG in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served. This obligation of the Client to pay all of AOG's costs associated with responding to such subpoenas shall survive the term of this agreement or any earlier termination by either party.

**SECTION 13: LIMITATION OF LIABILITY:** Client and AOG have evaluated the risks and rewards associated with this project including AOG's fee relative to risks assumed, and agree to allocate the associated risks. To the fullest extent permitted by law, the total aggregate liability of AOG and its employees to Client and all third parties granted reliance is limited to the greater of \$10,000 or AOG's fees for any and all injuries, damages, claims, losses or expenses including attorney and expert fees arising out of AOG's services or this Agreement. The Client hereby releases AOG from any liability above such amount. Client and AOG acknowledge that this provision was expressly negotiated and agreed upon.

**SECTION 14: INSURANCE:** AOG carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to Client upon request. Within the limits and conditions of such insurance, AOG agrees to indemnify and save Client harmless from and against any loss, damage, injury or liability arising from any negligent acts of AOG, its employees, agents, subcontractors and their employees and agents. AOG shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. AOG shall not be responsible for any loss, damage or liability arising from any acts by a Client, its agents, staff, consultants employed by others, or other third parties who are not employees of AOG. Nothing contained in the insurance policies to be submitted will be construed to broaden the liability of the insured (City) beyond the provisions of Sections 537.600 to 537.610 of the Missouri Statutes, as may be amended from time to time, nor to abolish or waive any defense at law which might otherwise be available to the insured City or its officers, officials, and employees.

**SECTION 15: INDEMNITY:** The Client acknowledges that AOG has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against AOG and agrees to indemnify and save AOG, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to AOG's performance of services hereunder. Client and AOG agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to this Contract.

**SECTION 16: THIRD-PARTY RELIANCE AND BENEFICIARIES:** This Agreement and all services provided by AOG are for the Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon any services provided by AOG is limited solely to our Client, and is not intended for third-parties. Furthermore, nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or AOG. AOG's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against AOG because of this Agreement or the performance or non-performance of services hereunder.

**SECTION 17: TESTING AND OBSERVATION SERVICES:** If AOG is retained by Client to provide a site representative for the purpose of testing or observing specific portions of the work or other field activities as set forth in the proposal, then this section applies. For the specified assignment, AOG will report test results, observations and professional opinions to Client.

Client understands and accepts that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations and times that the procedures are performed. Furthermore, the Client understands and accepts that testing and observation are not continuous or exhaustive, and are conducted to reduce, not eliminate, project risk. The presence of AOG field representatives will be for the purpose of providing field testing and observation. Our work does not include supervision or direction of the actual work of the Contractor, his employees or agents. The Contractor for this project should be so advised. The Contractor should also be informed that neither the presence of our field representative nor the testing and observation by our firm shall excuse him in any manner whatsoever for defects discovered in his work or compliance with the local building code, project plans and specifications or standard construction practices.

The term "observation" implies that we would observe the progress of the work we have agreed to be involved with and perform tests from which to develop an opinion as to whether the work is in substantial compliance with the project plans and specifications. With any manufactured product there are statistical variations in its uniformity and the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful testing and observation, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the scope of services requested by our Client which includes agreement and acceptance by our Client that the degree of certainty for compliance with project specifications is much greater with full time observation than it is with intermittent or periodic observation, if so scheduled or provided by AOG.

Transmission of test results shall be provided within a reasonable amount of time, and that typically 72-hours (or 3 working days) following a test is deemed reasonable by the parties. Test results will only be distributed to the client and other parties which the client requests in writing.

**SECTION 18: SAMPLES:** AOG will retain all soil and rock samples that are transported to AOG laboratories for 30 days after submission of the report. Further storage or transfer of samples can be made at Client expense upon written request.

**SECTION 19: SEVERABILITY:** If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

**SECTION 20: DISPUTE RESOLUTION:** This Agreement shall be governed by and construed according to Missouri law.

**SECTION 21: FIDUCIARY RESPONSIBILITY:** Client confirms that neither AOG nor any of AOG's subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by AOG or any of AOG's subconsultants or subcontractors as a consequence of AOG's entering into this agreement with the Client.

**SECTION 22: TERMINATION:** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination by either party, AOG shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all costs of AOG required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

**SECTION 23: ASSIGNS:** Neither the Client nor AOG may delegate, assign, subwrite or transfer its duties or interest in this agreement without the written consent of the other party.

**SECTION 24: PRECEDENCE:** These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding AOG's services.