

# CROCKETT

GEOTECHNICAL - TESTING LAB

1000 W Nifong Boulevard, Building 1  
Columbia, Missouri 65203  
(573) 447-0292

## PROFESSIONAL SERVICES AGREEMENT GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT, by and between City of Moberly hereinafter referred to as the CLIENT, and Crockett Geotechnical - Testing Lab, LLC, 1000 W. Nifong Blvd. Building 1, Columbia, Missouri 65203, hereinafter referred to as the ENGINEER.


WITNESSETH:

Project: The CLIENT hereby contracts with the ENGINEER to perform the following described services, hereinafter collectively referred to as the PROJECT:

### Moberly Fire Department – Station 1 Moberly, Missouri

Site and Project Information:

Site Location:

Item	Description
Location	This project is located at 1445 South Morley Street in Moberly, Missouri
GPS Coordinates (approximate)	39.400560, -92.435546
Past Development	Historical aerial photography indicates this site was developed in the past with several structures being present as shown in the adjacent snip (circa 1995) 
Existing topography	Gently sloping with about 4 feet of relief on the property

Purpose Description:

Item	Description
Proposed structure	1 story, slab on grade, pre-engineered fire station about 7,700 sq ft in plan Associated pavement and parking areas Future training tower
Finished floor elevation (FFE)	Unknown at the time this proposal was prepared Assumed to be within 3 feet of existing grade at the structure location
Maximum loads (estimated)	Column:           40 kips Wall:               2.5 klf Floor:              150 psf
Grading	For this proposal we have assumed additional site grading to consist of less than approximately 3 feet of cut or new structural fill

Item	Description
Cut and fill slopes	Final slopes are assumed to be no steeper than 3H:1V (Horizontal to Vertical)
Free-standing retaining walls	None
Below grade areas	Stem walls

**Project Scope:**

Item	Description
Proposed Borings	Five (5) structure borings and three (3) pavement area borings are planned Structure borings are planned to extend to 20 feet, or auger refusal, whichever occurs first Pavement borings are planned to extend to 5 feet, or auger refusal, whichever occurs first
Sampling	Sampling will be in general accordance with industry standards in which 4 samples will be obtained in the upper 10 feet of boring and one sample obtained for each additional five feet of boring Samples will be obtained using a thin-walled tube sampler or by using a split-barrel sampler
Groundwater	Groundwater levels will be observed and recorded while drilling and at the completion of drilling Borings will be backfilled prior to the drill crew departing the job site; therefore, no significantly delayed groundwater readings will be obtained
Laboratory Testing	The samples obtained from the borings will be tested in our laboratory to determine physical engineering characteristics
Field and Lab Test Results	The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Missouri

**Utilities/Right of Entry to Site:** The client shall provide the right of entry to conduct the exploration and should inform us of any private buried utilities.

- We will contact the Missouri One Call Service (MOCS) for location of utilities in public easements
- Location of private lines on the property is not part of the MOCS or CGTLs scope. All private lines should be marked by others prior to commencement of drilling.

CGTL will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood in the normal course of our work some such disturbance could occur. For safety purposes, the borings will be backfilled prior to leaving the job site. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Our fee is based on the site being accessible to a track-mounted drill rig and CGTL providing layout of the borings. Boring elevations will be obtained from Google Earth. Additional costs may result if this is not the case.

**Geotechnical Engineering Report:** A geotechnical engineer licensed in the State of Missouri will evaluate field and laboratory program results prepare a geotechnical engineering report for this project.

**Schedule:** Upon receiving NTP, we will schedule drilling and call in utility locates. The completed geotechnical engineering report will be completed within 2 weeks of completion of drilling.

**Engineer's Compensation:** Our lump-sum fee for the previously outlined scope of services is \$7,500.

Authorization: We request we be authorized to proceed, in writing or by email. Acceptance of our proposal will be considered permission by the CLIENT for our entry onto the site.

General Provisions: See following page.

Special Provisions: The CLIENT and the ENGINEER mutually agree that this AGREEMENT shall be subject to the following special provisions which, together with the General Provisions hereof and the exhibits hereto, represent the entire AGREEMENT between the CLIENT and the ENGINEER.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT.

CLIENT: \_\_\_\_\_

ENGINEER: Crockett Geotechnical - Testing Lab, LLC

By: \_\_\_\_\_

By: Eric H. Lidholm, P.E.

*Eric H. Lidholm*

Title: \_\_\_\_\_

Date: July 31, 2024

GENERAL PROVISIONS

1. ADDITIONAL SERVICES: During the performance of the services in connection with this PROJECT, the CLIENT may from time to time request additional services. The ENGINEER shall be compensated for such additional services on the basis of the normal fee schedule of the ENGINEER. In addition, reimbursable expenses will be billed to the CLIENT at cost.
2. PAYMENT OF ACCOUNT: During the performance of services under this AGREEMENT, the ENGINEER will submit an invoice near the end of each month to the CLIENT for services rendered to date. Invoices shall be payable within 30 days after the invoice date. Interest may be charged on the unpaid balance of any invoice not paid within thirty (30) days after the receipt thereof, at the rate of 12% per annum until paid in full. In the event that any invoice or any portion thereof shall remain unpaid for a period of thirty (30) days after the date of the invoice, the ENGINEER may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend the performance of services under this AGREEMENT until all invoices issued prior thereto have been paid in full. The CLIENT shall pay all costs of collection, including reasonable attorney's fees.
3. TERMINATION: This AGREEMENT may be terminated by either party by seven (7) days written notice in the event of a substantial failure to perform in accordance with the terms hereof by one party, through no fault of the other party. In the event of termination by the ENGINEER in accordance with this paragraph, the ENGINEER shall be compensated as provided for in paragraph 4 hereof.
4. COMPENSATION – TERMINATION OR DELAY: If any phase of the PROJECT is suspended for more than three (3) months, or abandoned after written notice from the CLIENT, or if the AGREEMENT is terminated for any reason any time prior to the completion of the PROJECT, the ENGINEER shall be paid for services performed prior to termination, together with any reimbursable expense and any actual out-of-pocket costs incurred by the ENGINEER as a result of said termination.
5. INDEMNIFICATION: The CLIENT shall indemnify and hold harmless the ENGINEER and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT or anyone for whose acts any of them may be liable. In the event that the CLIENT undertakes the performance of the responsibilities of the construction phase, or any portion thereof or retains the services of any third party to carry out any of these responsibilities, the CLIENT agrees to indemnify, save and hold the ENGINEER harmless from liability for any and all claims, causes of action, debts, judgments, attorneys' fees and costs arising out of the negligent acts or omissions of the CLIENT, its officers, agents or employees, or any party hired by the CLIENT to perform said responsibilities, during the performance of any phase of the work undertaken by the CLIENT.
6. RISK ALLOCATION: In recognition of the relative risks, rewards and benefits of the PROJECT to both the CLIENT and the ENGINEER the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the ENGINEER'S total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT from any cause or causes, shall not exceed ten times the amount of the ENGINEER'S fees or one million dollars, whichever is less. Such causes include, but are not limited to, the ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract.
7. OWNERSHIP OF DOCUMENTS: All documents produced by the ENGINEER under this AGREEMENT, including digital files, shall remain the property of the ENGINEER and may not be used by the CLIENT for any other endeavor without the written consent of the ENGINEER.
8. DEFINITIONS: "Reimbursable Expenses" shall mean the actual expense of transportation and subsistence of principals and employees while traveling in connection with the PROJECT, toll telephone calls and telegrams, reproduction of reports, drawings and specifications, and all other PROJECT related items.