



May 9, 2018

Ms. Kathy Hardeman  
Franklin County  
400 East Locust  
Union, MO 63084

SENT VIA: Email

RE: Proposal – Geotechnical Services for Proposed Adult Detention Facility  
Union, MO

Dear Ms. Hardeman:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional design services for the above-referenced project. In accordance with the Request for Proposal we offer the following professional services:

**SCOPE OF FIELD AND LABORATORY TEST/PRELIMINARY GEOTECHNICAL INVESTIGATION:**

We understand the proposed Adult Detention Facility addition is expected to be 20 feet in height and designed to accommodate an additional 20 feet vertical addition in the next 20 years. The proposed EMA/911 addition is expected to be a one-story addition in alignment with the height of the existing Sheriff's Department structure. We anticipate the proposed buildings will be slab on grade with finished floor elevations matching the existing facility.

Per the client's Request for Proposal (RFP), we propose to explore the subsurface conditions at the site by drilling a total of eight (8) borings; five (5) borings within the proposed Adult Detention Facility addition, one (1) boring within the proposed EMA/911 addition and two (2) borings within drive/parking areas. We will stake the locations of the proposed borings by measuring off of existing site features. The boring elevations will be interpolated from the most recent topographic survey. If more accurate locations and elevations are required, we can provide this by surveying the locations for an additional fee.

We proposed to advance three (3) of the borings within the Adult Detention Facility addition and the boring within the EMA/911 addition to a depth of 15 feet. We propose to advance the two (2) borings within the drive/parking areas to a depth of 5 feet. At this time, actual loads and column spacing for the proposed Adult Detention Facility addition are unknown. Therefore, two (2) of the borings within the proposed Adult Detention Facility addition footprint will be advanced to auger refusal (bedrock) in case actual loads and column spacing dictate deep foundations would be a more economical foundation approach. Auger refusal is anticipated to be less than 35 feet from the existing ground surface. A maximum of 140 lineal feet of auger drilling is budgeted.

Standard penetration tests will be performed in the borings at 2.5-foot intervals in the top 10 feet then at 5-foot intervals to boring termination depth. The standard penetration test provides a guide to soil strength and a disturbed sample for laboratory testing. Relatively undisturbed Shelby tubes samples will be retained at selected locations. Rock coring is not planned. The borings will be backfilled with the auger cuttings at the conclusion of drilling.

The samples from the field exploration program will be transported to our laboratory for classification and testing. We will determine the moisture content of each cohesive sample. We will conduct Atterberg Limit test on select cohesive soil samples. We will determine unconfined compressive strength and dry density of select intact Shelby tube samples.

Groundwater levels within the boreholes will be monitored during drilling and immediately after borehole completion. **Per the RFP, we will have a geotechnical engineer on-site while the soil borings are drilled.**

8 East Main Street Wentzville, MO 63385 Phone: 636-332-4574 Fax: 636-327-0760	737 Rudder Road Fenton, MO 63026 Phone: 314-842-4033 Fax: 314-842-5957	<b>530A East Independence Drive Union, MO 63084 Phone: 636-584-0540 Fax: 636-584-0512</b>	534 Maple Valley Drive Farmington, MO 63640 Phone: 573-315-4810 Fax: 573-315-4811	767 North 20th Street Ozark, MO 65721 Phone: 417-595-4108 Fax: 417-595-4109	905 Executive Drive Osage Beach, MO 65065 Phone: 573-525-0299 Fax: 573-525-0298
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Our project engineer will analyze the results of our field exploration and laboratory testing. Our findings and recommendations, along with supporting data, will be presented in a formal report with foundation recommendations and boring logs.

Items to be addressed in this report will include the following:

- Descriptions of the materials encountered
- Recommendations for foundation support and anticipated settlement of foundations
- Influence of groundwater on design and construction
- Estimation of the shrink/swell potential of subgrade soils and floor slab recommendations
- General site development recommendations
- Geotechnical construction considerations
- Structural fill considerations, including an evaluation of the suitability for reuse of on-site soils
- Soil profile coefficients for seismic design considerations
- General pavement recommendations
- Evaluation of depth of material requiring rock excavation and methods of removal if encountered

UTILITIES:

Cochran will contact the Missouri One Call Service to locate underground utilities.

OWNER'S RESPONSIBILITY:

1. Marking private underground utilities and structures prior to the start of drilling. Cochran cannot be held responsible for damage to underground utilities and/or structures that are not located prior to drilling.

FEE:

The total amount of fee to be paid for the geotechnical investigation outlined in this proposal shall be a lump sum fee of **\$5,750.00**. This estimate is based on a maximum of 140 feet of auger drilling. Should subsurface conditions be encountered which require major revisions in the subsurface exploration program and/or additional fees, we will contact you to discuss the conditions encountered and our recommendations for changes in scope prior to initiating these services. **Should such services need to be provided, additional auger drilling will be billed at \$15 per foot.** This fee is good for a period of thirty (30) days from the date of this proposal.

1. Reimbursable Expenses – Mileage, long distance telephone calls, courier, in-house and out-of-house printing charges, etc. are not included in the above fees and will be billed to the Client at cost. It is estimated that the reimbursable expenses will not exceed **\$500.00**.
2. Trips to Site – We have included two (2) trips to the site for meetings with the Owner/City in our base fee. Additional trips will be billed as reimbursable expenses above and beyond the estimated fee.
3. Any tasks in addition to those specifically described above, including public meetings, construction coordination/administration, construction inspection, site visits, construction observation reports, etc. will be billed as extras on a time and materials basis using the attached rates.
4. Billing for Cochran fees and reimbursable expenses will be submitted monthly.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices.

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2. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
3. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
4. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initializing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 636-584-0540. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely,



Karen Albert, P.E.  
Cochran

Acceptance:  
Franklin County

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

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

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

Attachments: Cochran Terms & Conditions

## COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**





**CONTRACT AMENDMENT**

Amendment No.: 1

Date: May 17, 2018

Project No.: 18-7316G

Name of Project: Franklin County - Adult Detention Facility

Client: Franklin County

**The following revisions are hereby made to the Contract:**

1. To conduct Private Utility Locates
2. To perform a ReMi Test - Geophysical methods could be used to measure the shear wave velocity of the subsurface materials at the site. In some cases, direct measurement of shear wave velocities can lead to a more favorable seismic site classification than that obtained from soil borings. A more favorable IBC Site Classification can result in significant construction cost savings.

The Refraction Microtremor (ReMi) seismic method measures the in-situ shear-wave (S-wave) velocity profiles from surface wave measurement. This method uses ambient seismic "noise," or micro tremors, which are constantly generated by cultural and natural noise as the seismic source energy. Ambient seismic data is recorded with a SeisDAQ III acquisition system connected to a 12 or 24 geophone (10Hz) array. In the case ambient seismic noise is not sufficient, then additional seismic noise can be generated using a sledge hammer, running up and down the survey line. We will perform one seismic line.

Original Contract Price: \$ 5,750.00

Original Contract Date: May 9, 2018

Current Contract Price adjusted by previous Contract Amendment: \$ NA

The Contract Price due to this Contract Amendment will be increased by: \$ 3,300  
(increased / decreased)

The new Contract Price including this Contract Amendment will be: \$ 9,050.00

The Contract Time will be NA by NA calendar days.  
(increased / decreased)

Approved by: *Kenn J. Allert* May 17, 2018  
Cochran Date

Accepted by: \_\_\_\_\_ Date \_\_\_\_\_  
Client

