



## **Consent Item**

**RE:** Geotechnical Services for Parks Maintenance & Public Works Facility

**Department/Program:** Administration/Parks/Public Works

**Explanation:** Last year, the City recently posted a Request for Qualifications (RFQ) for geotechnical services for the Parks Maintenance and Public Works facility renovation project. At that time SCI Engineering was selected as the preferred vendor for the entire project, but only the bid for the initial boring work and site testing was awarded.

At this time we now have their bid for the remainder of the work during construction. The scope of this work includes on site testing, observation, and inspections of the subgrade, steel, foundations, etc. The cost of this work will be \$27,838.

This cost was always anticipated, but not allocated as a separate line item in the construction budget. However, even with the inclusion of this cost, the construction portion of the budget is still under budget as outlined in the staff report elsewhere in this packet.

**Recommendation:**

Staff recommends awarding the contract for geotechnical services for the new Parks Maintenance & Public Works Facility to SCI Engineering for \$27,838.

**Submitted By:** Eric Sterman

**Date:** April 8, 2025



**SCI ENGINEERING, INC.**

**EARTH • SCIENCE • SOLUTIONS**

GEOTECHNICAL  
ENVIRONMENTAL  
NATURAL RESOURCES  
CULTURAL RESOURCES  
CONSTRUCTION SERVICES

February 17, 2025

Joe Sweitzer  
NAVIGATE Building Solutions  
8419 Manchester Road  
Brentwood, Missouri 63144

RE: Construction Observation/Testing Services Proposal – Revised  
Ballwin Public Works  
Ballwin, Missouri  
SCI No. 2024-1657.00

Dear Joe Sweitzer:

SCI Engineering, Inc. (SCI) is pleased to present our revised proposal to provide Construction Testing and Observation Services for the Ballwin Public Works project, in Ballwin, Missouri. We previously explored the subsurface conditions of the project site, and reported our results in our subsurface report titled, “*Geotechnical Report – BALLWIN PUBLIC WORKS – BALLWIN, MISSOURI*,” dated November 2024.

## **PROJECT DESCRIPTION**

Based on the plans prepared by Archimages, dated January 24, 2025, we understand the project will feature site improvements, and the addition of 3 new buildings and associated parking at the Public Works facility located at 200 Park Drive, in Ballwin, Missouri. The new structures and storage areas will have combined footprints of approximately 13,000 square feet, and be supported on reinforced concrete foundations, with single-story, pre-engineered metal buildings above grade. Site work will include minimal grading, with remediation expected within the building footprints, utility improvements, and concrete and asphalt pavement repairs and additions.

## **SCOPE AND FEE SCHEDULE**

In accordance with your request, SCI has prepared a cost estimate to provide testing/observation services, which are anticipated to be required, during construction. This estimate is based on a brief review of the plans and specifications prepared by Archimages. In addition, we made necessary assumptions regarding schedule, scope, time required on-site, and other items, in order to develop this estimate. Variables that will influence our costs include the contractor's production rate, the weather, and site conditions.

SCI proposes to invoice our services in accordance with the rates provided below, for each respective testing service requested. These rates are inclusive of labor, equipment, transportation, and standard reporting for each type of service. Please note that our actual fees may be more or less than the *Total Estimated Fee*, depending upon the quantity of services required or requested, and that by requesting specific services each day, you agree to pay the fees associated with the requested visits, in accordance with the rates as provided in the tables below.

Service Item	Rate (\$)	Qty	Fee (\$)
Project Initiation	1,500.00/lump sum	1	1,500.00
Site Meetings, Shallow Foundations and Proof Roll Observations <sup>1</sup>	525.00/each	4	2,100.00
Compaction/Density Testing for Remediation, and Utility Backfill <sup>2</sup>	850.00/day	6	5,100.00
Subgrade/Base Compaction/Density Testing <sup>3</sup>	450.00/trip	6	2,700.00
Reinforcing Steel Inspection <sup>4</sup>	400.00/trip	6	2,400.00
Structural Steel Visual Inspection <sup>5</sup>	910.00/trip	2	1,820.00
Concrete Testing – First sample/set <sup>6</sup>	500.00/trip	16	8,000.00
Concrete Testing – Additional samples/sets during initial visit	150.00/set	6	900.00
4-inch by 8-inch Concrete Compression Cylinders (Tested or held)	22.00/cylinder	110	2,420.00
Laboratory Testing – Proctors/Atterberg Limits	449.00/sample	2	898.00
<b>Total Estimated Fee:</b>			<b>\$27,838.00</b>

1 - Includes a Project Manager/Engineer for meetings, observations, and recommendations; up to two hours on-site.

2 - Includes observation and compaction/density testing; up to eight hours on-site.

3 - Includes only compaction/density testing; up to two hours on-site.

4 - Includes up to two hours on-site for observation, prior to concreting.

5 - Includes up to three hours on-site for observation of structural steel field connections.

6 - Includes casting one set of cylinders, as well as slump, air, and temperature tests on one sample of concrete, and pickup/delivery of samples, the day following the placement.

\* A fuel surcharge of \$5.00/trip will be applied when the National Average Price for regular unleaded is above \$4.00/gallon, and an additional \$5.00/trip will apply for each dollar over \$4.00/gallon, thereafter.

\*\* A premium of 10 percent of the applicable rate will apply to the above rates for any services performed on an overnight shift.

\*\*\*For services performed on weekends or holidays, our fee will be 1.4 times the rates above.

Additional Fees – If Needed	Fee (\$)
Additional Regular Technician Hours on-site/standby time	78.00/hour
Technician time in excess of 8 hours/day	117.00/hour
Additional Steel Inspection Hours on-site/standby time	135.00/hour
Project Manager for meetings, additional services, etc.	150.00/hour
Sample Pickup	175.00/trip
Climate-controlled curing box for initial curing of concrete specimens on-site. (Electric Service must be available)	950.00/month

Although not specifically requested at this time, SCI can also perform additional services, if desired. These services may include the following items listed below. Should any of the additional services be required, please contact us. We may provide you with a supplemental proposal, at that time.

- Conduct and document weekly and rain-event observations at the site, maintain and update on-site paperwork, and provide submittals as required by the Stormwater Pollution Prevention Plan and Land Disturbance Permit;
- Scanning of existing concrete using Ground Penetrating Radar (GPR) to determine the location of conduits, rebar or other embedded items;
- Floor Flatness and Levelness Testing; and
- Concrete floor relative humidity and/or vapor emission testing.

SCI personnel will make trips to the project site, as scheduled by your representative, to perform the requested testing/inspection services. As part of the construction team, SCI's on-site personnel will work with the contractor's personnel to perform the requested tests and inspections, and provide verbal results as the tests and inspections are performed. Formal test reports are typically issued weekly, and concrete compression test reports are issued the day of the test.

We have assumed access to the areas requiring inspections or tests will be provided by the contractor, which includes use of lifts, ladders, scaffolding, etc. If SCI is required to provide equipment to access these areas, an additional fee of the rental cost, plus 15 percent will be charged.

An escalation rate of 5 percent of the fee or unit rates will apply for services of an ongoing project, where our services are required more than one calendar year, from the date of the proposal. An additional 5 percent escalation rate will apply to each calendar year, thereafter.

## AUTHORIZATION

The fees included in this proposal will be honored, if accepted within 30 days. We would be happy to provide an updated proposal after 30 days, if needed.

To formally authorize the material testing services outlined in this proposal, please sign the *Acceptance of Proposal for Professional Services* form, and return one copy to our office. This sheet provides important information, regarding report distribution and invoicing. Please note that our payment terms are "net due upon receipt of invoice." Should your company's regular accounts payable process not be conducive to payment within these terms, please indicate in writing what your payment policy is, and we will make every attempt to invoice, according to your system. Unless notified otherwise, SCI will assume that you understand our policy, and plan to pay your account within our terms.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please contact us at (636) 949-8200, or [kthomassen@sciengineering.com](mailto:kthomassen@sciengineering.com).

Respectfully,

**SCI ENGINEERING, INC.**



Kyle E. Thomassen  
Estimator



Robert C. Kennard  
Project Manager

KET/RCK/KTK/smb

Enclosures

Acceptance of Proposal for Professional Services  
General Terms and Conditions



**SCI ENGINEERING, INC.**  
130 Point West Boulevard  
St. Charles, Missouri 63301  
636-949-8200  
[www.sciengineering.com](http://www.sciengineering.com)

### ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Ballwin Public Works (Revised)

Project Number: 2024-1657.00 / KET, RCK

Date: February 17, 2025

Fee: As detailed in the attached proposal

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

#### Accepted By:

Name and Title: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

#### Party responsible for payment: (if different than Accepted By)

Name and Title: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

#### Report Distribution (Note: Additional printed report copies after final submittal will be billed at \$25.00 each)

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports
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_____	_____	_____
_____	_____	_____
_____	_____	_____

#### **NOTICE TO OWNER:** (FOR SITES IN MISSOURI ONLY)

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.**



**SCI ENGINEERING, INC.**  
**130 Point West Boulevard**  
**St. Charles, Missouri 63301**  
**636-949-8200**  
**www.sciengineering.com**

## **GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to

compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

**9. CONTAMINATION OF AN AQUIFER** Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

**10. SITE SAFETY** With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety and warrant that this intent shall be made evident in your agreement with the general contractor.

**11. CONSTRUCTION COST ESTIMATES** An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

**12. DEFECTS IN SERVICE** You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

**13. TERMINATION** Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

**14. FORCE MAJEURE** Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

**15. ENVIRONMENTAL SITE ASSESSMENT** An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

**16. FAILURE TO FOLLOW RECOMMENDATIONS** SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

**17. ALTERATION OF INSTRUMENTS OF SERVICE** Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

**18. MOLD DISCLAIMER** The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

**19. OTHER PROVISIONS** You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

g. SCI will perform all services under this agreement using the standard of care ordinarily used by firms performing such services in the locale where the services are being rendered. However, many factors influence the results from those services. As such, SCI expressly disclaims any warranty or guaranty as to the accuracy of such results. SCI's performance shall be solely judged against the foregoing standard of care.