

# Resolution

## City of Ballwin, Missouri

*INTRODUCED BY*

ALDERMEN TERBROCK, FINLEY, STALLMANN, ROACH, FLEMING, LEAHY, KERLAGON, BULLINGTON

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A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN, MISSOURI, ON BEHALF OF THE CITY, TO EXECUTE AN AGREEMENT WITH SCI ENGINEERING, INC. FOR CONSTRUCTION MATERIAL TESTING AND SPECIAL INSPECTIONS.

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WHEREAS, the City, identified a need for construction material testing and special inspections in connection with the new City Hall project; and

WHEREAS, an RFQ was advertised by the City of Ballwin, requesting sealed bids to be submitted; and

WHEREAS, sealed bids were received and opened and qualified bidders were selected and interviewed by staff; and

WHEREAS, staff unanimously concluded that SCI Engineering, Inc. was the best firm for the project.

THEREFORE, BE IT RESOLVED by the Board of Aldermen that the Mayor is authorized to execute an agreement, attached hereto, with SCI Engineering, Inc. for construction material testing and special inspections.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
**TIM POGUE, MAYOR**

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
**TIM POGUE, MAYOR**

**ATTEST:** \_\_\_\_\_  
**ERIC HANSON, CITY ADMINISTRATOR**





**TO:** ANDY HIXSON, ASSISTANT CITY ADMINISTRATOR  
**FROM:** CORY BEXTERMUELLER, PROJECT MANAGER  
**SUBJECT:** BID EVALUATIONS OF MATERIAL TESTING FOR BALLWIN CITY HALL PROJECT  
**DATE:** MARCH 26, 2018  
**CC:** ERIC HANSON, CITY OF BALLWIN  
TODD SWEENEY, NAVIGATE BUILDING SOLUTIONS  
JEN KISSINGER, NAVIGATE BUILDING SOLUTIONS

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The City of Ballwin solicited proposals for Materials Testing and received (7) proposals (Jacobi, SCI, TSI, Terracon, Geotechnology, Cochran and PSI), all of which meet the qualifications required to perform the specified field observations/testing, sampling and lab testing. We feel that SCI has the best understanding of the scope of this project. Based on SCI's history with the site, understanding of the project requirements, average hours per jobsite visit and the hourly billing rate schedules proposed by each firm, we recommend accepting the proposal by **SCI Engineering, Inc.**

Consultant Cost Evaluation:

SCI's testing scope includes soil compaction, soil remediation, concrete testing, reinforcement placement inspections, field testing of steel, masonry, asphalt and water infiltration test (Mid America Laboratory). We believe that awarding to SCI will result in the comprehensive and thorough testing needing for this project.

**The total cost of services will be based on the number of trips needed and dependent on many variables including:** weather, contractor schedule and progress, A/E involvement in field visits and inspections and code enforcement official/inspector. The objective is to manage the Contractor, A/E and Testing firm so that all necessary testing requirements are achieved within the program budget.

The current budget for this scope of work is \$35,000. Navigate Building Solutions, Inc. recommends a starting contract amount not to exceed \$16,000 which will be managed to during construction and recommended increases will only be made based on site conditions and project needs.



**Qualifications for City of Ballwin  
RFQ #18-20  
Construction Material Testing and  
Special Inspections**

**Point of Contact:**

Dave Nolan, P.E.  
Vice President, CS  
DNolan@sciengineering.com  
636-747-1024

**Office Locations:**

**St. Charles, MO**

130 Point West Blvd.  
St. Charles, MO 63301  
636-949-8200

**O'Fallon, IL**

650 Pierce Blvd.  
O'Fallon, IL 62269  
618-624-6969

**Denver, CO**

390 Interlocken Crescent  
Suite 350  
Broomfield, CO 80021  
720-660-5792

**San Antonio, TX**

700 N. St. Mary's St.  
San Antonio, TX 78205  
210-660-SCIE (7243)

**Austin, TX**

7000 North Mopac Expressway  
Suite 200  
Austin, TX 78731  
512-996-9199

**Union, MO**

47 St. Andrews Dr.  
Union, MO 63084  
636-584-7991

**Rolla, MO**

1114 North Bishop  
Rolla, MO 65401  
573-426-4901



**Earth. Science. Solutions**



**SCI ENGINEERING, INC.**

**EARTH • SCIENCE • SOLUTIONS**

GEOTECHNICAL  
ENVIRONMENTAL  
NATURAL RESOURCES  
CULTURAL RESOURCES  
CONSTRUCTION SERVICES

April 2, 2018

City of Ballwin, Missouri  
Andy Hixson  
14811 Manchester Road  
Ballwin, MO 63011

RE: RFQ #18-20 - Revised  
Construction Material Testing and Special Inspections/Ballwin City Hall Materials Testing

Dear Mr. Hixson:

SCI Engineering, Inc. (SCI) is pleased to submit our Qualifications in response to RFQ #18-20 for Material Testing and Special Inspections for Ballwin City Hall. The project consists of a new single-story slab on grade City Hall Facility with an approximate footprint containing 9,960 square feet. SCI performed a subsurface exploration of the project site and provided our findings and recommendations in our summary report. As such SCI is very familiar with the project and the specific requirements including remediation of existing fill and fat clays. The scope of our work during construction will include at a minimum, soil, subgrade, reinforcing steel, concrete, asphalt, masonry and structural and light gauge steel testing & inspections. SCI does not perform Window Water Tests in house. We will subcontract Mid America Laboratory for these services.

### **SCI ENGINEERING QUALIFICATIONS**

Reasons why SCI is best qualified to perform these services include:

- **Proven Working Relationship:** SCI has worked closely with the City of Ballwin on a number of projects including this project. Thus we have a clear understanding of your operations, processes and project requirements. This allows SCI to provide essential staff in the numbers required and only when the contractor's operations require them to be on-site.
- **Full-Range of Testing Services:** SCI will provide certified experienced technicians that can provide many services, including density testing, PCC quality control and compression testing, asphalt testing and inspection, fire proofing and intumescent paint inspection, and structural steel inspection.

Our technicians are certified by the American Concrete Institute (ACI), nuclear density gauge certified, and MoDOT QC/QA-certified for sampling and testing aggregate, concrete, asphalt and earthwork. In addition, SCI has two fully-equipped laboratories that are approved by the Missouri Department of Transportation, AASHTO and the U.S. Army Corps of Engineers. Both SCI labs can be utilized for quality assurance testing in the following areas of materials: Soils, Aggregates, PCC, and HMA. Our staff has extensive Department of Transportation experience and is highly qualified in construction supervision, on-site inspection, engineering layout, contract record documentation and material testing of soils, aggregates, HMA and PCC mixtures. We have worked closely with the member agencies of the Eastern Missouri Pavement Consortium (EMPC) and have a clear understanding of operations, processes and project requirements.

Respectfully,

**SCI ENGINEERING, INC.**

A handwritten signature in black ink, appearing to read 'D. Nolan'.

David P. Nolan, P.E. (Authorized Representative)  
Vice President of Construction Services,  
[DNolan@sciengineering.com](mailto:DNolan@sciengineering.com), 636-757-1024



## **RELATED EXPERIENCE AND REFERENCES**

### **Creve Coeur Fire District Engine House #2 - St. Louis Missouri**

Reference: Steve Platt, S.M. Wilson, 314-633-5719

SCI is currently providing construction testing and observation services for this new fire house.

### **Ladue Fire House**

Reference: Nancy Spewak, City of Ladue, 314-993-3439

SCI is currently providing construction observation of fat clay remediation, footing excavations and soil sub-grade proofrolling for this new fire house.

### **O'Fallon Justice Center and Police Station – O'Fallon, Missouri**

Reference: Chris Clercx, City of O'Fallon, 636-327-5101

SCI provided construction testing and observation services for the new O'Fallon 2-story 36,000 Square foot Justice Center as well as the adjoining police station.

### **Bridgeton Recreational Center - Bridgeton, Missouri**

Reference: Mayor Terry Briggs, City of Bridgeton, 314-739-7500

SCI provided construction testing and observation services including installation of vapor emission test kits and RH probes as well as observed the demolition of the existing pool.

### **St. Charles Public Safety Building, St. Charles, Missouri**

Reference: Richard Oney, City of St. Charles, 636-949-3252

SCI provided construction testing and observation services, including steel inspections, observation of footing excavation and concrete compaction testing.

## **PROJECT TEAM**

For the planned projects, SCI has assembled the following team to provide the required consulting services. Our proposed team possesses a unique combination of knowledge, judgment, construction engineering and material testing experience that is difficult to find in the consultant industry allowing them to accommodate The City of Ballwin's needs during this project. A brief description of their roles and qualifications are provided below. Resumes are also attached.

### **Dave Nolan, P.E., Engineer for Technical Oversight:**



Mr. Nolan joined SCI Engineering, Inc. in 1995 and is currently Vice President and Director of the Construction Services Group. With over 20 years of experience in the field of civil engineering and construction materials testing his experience and responsibilities include management of the construction services group, including field and laboratory operations. SCI's laboratory, field technicians and professionals perform a wide range of observations and testing of construction materials such as asphaltic concrete, Portland cement concrete, masonry, soil, and structural steel. Additionally, Dave has performed numerous observations of distressed structures and has provided expert witness testimony in legal proceedings. This extensive experience provides the foundation and skills to lead the team throughout the duration of these projects.



**Bob Kennard, Project Manger**



Mr. Kennard joined SCI Engineering, Inc. (SCI) in 1995. His current responsibilities as a Project Manager of the Construction Services Group are primarily related project management and supervision and training of technicians. Soil responsibilities include footing excavation observations, proof-rolling of pavement subgrade, reviewing soil borings and rock core logs and related geotechnical reports to verify field compliance with recommendations. Bob's responsibilities include supervising and scheduling of technicians who provide field and laboratory services for testing of asphalt, soil, and concrete and masonry observations. Soil testing service include field density testing of soil fills, subgrade on soil and aggregate, as well as shot rock fills. He has also observed the placement of soils for dams and levees. Asphalt-related services include: field density testing, placement observation of overlays, and new pavement. Concrete related services include the training of technicians in the field testing of fresh concrete, observation of reinforcing steel placement and concrete placement, laboratory supervision of concrete cylinder handling, storage, capping and compression testing, and performing concrete mix designs and reporting of the data. Bob also performs relative humidity and vapor emission testing of concrete floor slabs. Masonry observations include performing test specimens in field and inspecting masonry walls as they are being built.

**Nick Behiter, Special Inspector**



Mr. Behiter joined SCI Engineering in June 2011 as an Engineering Technician and is currently a Special Inspector. Nick holds ACI certifications including Construction Special Inspector as well as Field Testing Technician. In addition, he holds multiple MoDOT certifications. His experience includes inspection and testing of various construction materials, including soils, soil modification, reinforced concrete, reinforced masonry, aggregates, asphaltic concrete and more. As a Special Inspector, he regularly performs inspections of soil subgrade, concrete reinforcing, and testing procedures, as well as structural masonry.

**Eric Atley, Special Inspector**



Mr. Atley joined SCI Engineering, Inc. in July 2013. His responsibilities include quality control of construction materials and observation, monitoring and compaction testing of fill placement for various developments including residential and commercial structures and levees. His responsibilities include testing, inspection and observation for reinforced steel and concrete placement, structural steel observation, weld inspections, and bituminous (asphalt) density. He is certified in slump, air, and temperature tests for concrete quality control. He is also certified by the American Society of Nondestructive Testing (ASNT) as a Level II technician and is certified by the American Concrete Institute (ACI) as an Associate Concrete Construction Special Inspector.



## **FEE**

In accordance with your request, SCI has prepared a fee estimate to provide the requested testing/special inspection services during the construction of the. Our estimate is based on a review of the information provided by you. In addition to this information, we made necessary assumptions regarding schedule, scope, time required on site and many other items in order to develop this estimate.

SCI proposes to invoice our services on an hourly/test basis using the rates and prices shown on the enclosed fee estimate. We understand our actual fees may be more or less than shown on the estimate, based on our actual scope which may be negotiated with the City and/or affected by project requirements.

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.

## **UNDERSTANDING AND APPROACH TO THE WORK**

SCI has established Standard Operating Procedures (SOPs) to ensure schedules and budgets remain within the initial agreement and scope changes that affect fees are communicated and agreed upon prior to being executed. The purpose of the SOPs is to standardize procedures between offices and personnel and to serve as guidance for the performance of certain duties. The SOPs are intended to fit most situations, but are also intended to be somewhat flexible when situations warrant. Changes to SOPs are only made by senior staff or after committee review.

Typically, SCI provides a qualified technician to make daily trips to a site to observe, test and document the construction activities within the referenced scope. We report to, and coordinate our services with, a designated representative and our observations are reported daily, in writing, to that representative. Formal reports can be provided, if needed. SCI recommends issuing these reports on a weekly basis. These weekly status reports are issued within one week of the referenced week and are distributed to the designated members on the project team so all are kept up-to-date on the progress of the project. Specific testing, such as concrete test reports, are reported independently, generally the day the compressive testing is performed. Non-conforming items that are discovered in performing our services, are communicated verbally, upon discovery, to the necessary parties. Outstanding non-conforming items and their resolutions, are tracked by SCI and a non-conformance report is issued at regular intervals.

Technicians are generally scheduled by 3 p.m. daily for the following day. Last minute calls are handled in the best manner possible with the available staff. While we cannot guarantee all last-minute requests for services can be honored, the size of our staff frequently allows us to make staffing adjustments, in real-time, to assist with last-minute requests.

SCI's invoicing can include current running totals on each invoice to maintain an accurate handle on the established budget status. Projects can be setup with individual tasks and associated fees so the project manager can monitor job progress on an individual basis.

SCI can also establish lump sum fees for a project. A meeting with the contractor and owner will allow clarification of the responsibilities, scope, and scheduling to allow SCI to define a lump sum fee for a specific service and work schedule. Critical path items can be identified at the meeting to assist in maintaining a schedule.

## **QUALITY CONTROL REVIEW**

All work products that leave SCI's offices undergo an internal Quality Control review. This review typically is performed by senior staff and may be one or two levels deep depending on the nature of the material being reviewed. The most basic purpose of the Quality Control review is to check for typographical, spelling and formatting errors. The primary purpose, however, is to check the report content for accuracy and completeness and to make sure it is up to SCI's quality standards.



### **TESTING LABORATORY CAPABILITIES**

SCI has four laboratories in Missouri and Illinois to support the engineering services we provide. Laboratories are located in St. Charles, Union, and Rolla, Missouri as well as O'Fallon, Illinois. The laboratories staff six full-time and five part-time engineering technicians. Personnel are shared as workload requires. The Calser Corporation professionally calibrates and verifies laboratory and field equipment annually.

### **PREQUALIFICATIONS AND CERTIFICATIONS**

Illinois Department of Transportation –

Select laboratory and field equipment is verified by IDOT on an annual basis.

United States Army Corps of Engineers -

The St. Charles, Missouri and O'Fallon, Illinois laboratories are both validated by the USCOE.

American Association of Safety and Transportation Officials --

The St. Charles, Missouri laboratory is AASHTO accredited.

Other Organizations -- SCI currently holds valid licenses issued by the Nuclear Regulatory Commission, and by the State of Illinois Department of Nuclear Safety for operating nuclear densometer equipment.

SCI currently has the necessary equipment, licenses and trained staff for performing the following tests in accordance with applicable ASTM and AASHTO standards:

Materials testing

Relative densities (max and min)

Proctor moisture density tests

Nuclear densometer testing

Field densities by the sand cone method

Testing of concrete test specimens

Field mix verification

Concrete aggregate testing

### **SINGLE POINT-OF-CONTACT**

SCI will continue to provide the City of Ballwin with a single point-of-contact (POC) in order to minimize any confusion that may arise from having multiple contacts for various disciplines. The main POC has overall responsibility for the contract and receives all notifications and task order requests. They then delegate the tasks according to the Scope of Work. The POC for this contract will be Dave Nolan, Vice President of Construction Services at SCI.

### **DISCLOSURE**

There are no professional or personal financial interests that could be a possible conflict of interest with the City of Ballwin.

Current and Unresolved litigations, arbitrations or mediations include the following:

Gwaltney v. Castlewood Residential, LLC. et al.

SCI was included in this suit as a third-party defendant. The claim is for \$100,000 related to alleged additional costs for construction of a residence in St. Charles County in 2006. This case is currently still open.

Steven Ford vs FOPA

FoPa partners demanded indemnification for a claim made to FoPa by a third party. FoPa alleges a duty to defend them in the suit. SCI denies the duty to defend and is working through the legal system. This case is currently still open.





**SCI ENGINEERING, INC.**

**David P. Nolan, P.E.**  
**Vice President, Construction Services**



**Education**

M.B.A., Lindenwood University,  
2004

B.S., Civil Engineering,  
Purdue University, 1995

**Registrations & Certifications**

Professional Engineer  
Missouri, 2002  
Illinois, 2011  
Colorado, 2017

American Concrete Institute (ACI)  
Certification Program Examiner

NRMCA Plant Inspecting Engineer

**Affiliations**

Associated  
General Contractors of Missouri

Concrete Council of St. Louis

Missouri Chapter of the  
American Concrete Institute  
Treasurer (2007-2014)  
Certifications Chairman  
(2007-Present)  
President (2016)  
Named 2013 "Concrete  
Person of the Year"

City of O'Fallon,  
MO Public Works Commission  
(2010-present)

Mr. Nolan joined SCI Engineering, Inc. in 1995 and is currently Vice President and Director of the Construction Services Group. With over 20 years of experience in the field of civil engineering and construction materials testing his experience and responsibilities include management of the construction services group, including field and laboratory operations. SCI's laboratory, field technicians and professionals perform a wide range of observations and testing of construction materials such as asphaltic concrete, Portland cement concrete, masonry, soil, and structural steel. Additionally, Dave has performed numerous observations of distressed structures and has provided expert witness testimony in legal proceedings.

**Project Experience**

**IKEA** [St. Louis, MO]

Provided material testing and special inspections for a 450,000-square-footprint which will be elevated to allow for parking beneath the building. The construction type is composed of structural steel framework and concrete floor slabs and masonry walls.

**CityArchRiver** [St. Louis, MO]

Provided material testing and special inspections for the Arch Museum, North Park Grounds, South Park Grounds, Luther Ely Smith Park, the North Gateway, and the Ranger Station.

**CityArchRiver/Leonor K. Sullivan Reconstruction** [St. Louis, MO]

Provided QA/QC for the reconstruction of Leonor K. Sullivan Blvd. in front of the arch grounds. Our services included ongoing geotechnical support due to variable soil conditions present beneath the existing road.

**Lambert St. Louis Airport** [St. Louis, MO]

Material testing, Concrete Mix Designs, and Concrete Mitrial batches for taxiway replacements over multiple years.

**BJC Hospital North Tower and Children's Hospital Tower** [St. Louis, MO]

SCI is currently performing all of the material testing and inspections for the \$500 million Barnes Jewish North Tower and Children's Hospital Tower. The 12-story buildings are supported by drilled piers and consist of steel framing. The two buildings are located across the street from each other and will be connected via underground tunnels and overhead walkways. The lower levels serve as parking garages and the upper levels are various medical and hospital services. SCI's construction testing services have been provided 24 hours a day and 7 days a week at peak periods and have included drilled pier inspection, micro-pile placement observation, shoring monitoring, reinforcing steel placement inspection, concrete field quality control testing, compaction testing, existing building evaluation at structural tie-ins, spray applied fireproofing inspection, visual weld inspection, steel decking inspection, fabrication shop inspections, and masonry inspection.



SCI ENGINEERING, INC.

David P. Nolan, P.E.  
Vice President, Construction Services



## Project Experience

### **Ballpark Village** [St. Louis, MO]

SCI provided construction testing and observation services for the project. During construction, SCI performed the inspection and testing for items relating to the general earthwork and sewers, ground improvement, foundations, pavements, reinforced concrete, concrete flatwork, structural steel and fireproofing.

### **St. Charles Convention Center and Embassy Suites Hotel**

[St. Charles, MO]

The 154,000-square-foot, two-story convention center features meeting spaces, an exhibition hall, a main ballroom, and an adjacent 12-story Embassy Suites hotel with 286 rooms. Since the project began in the 1990s, SCI has been providing geotechnical, construction, and environmental engineering services. SCI originally provided a geotechnical report in December 1997, that included an equation to calculate the allowable uplift capacity of individual piers in soil, and also provided a net allowable bearing pressure. Later geotechnical services included end bearing and skin friction values for calculating allowable pier capacities; a study to better define the elevations of auger refusal in the area of the proposed hotel for the convention center; and Global stability analyses for two retaining walls based on designs prepared by another consultant. Following the groundbreaking in September 2003, SCI has observed and documented the installation of 210 drilled piers; provided the testing of structural fill, cast-in-place concrete, and asphaltic concrete pavement; and performed inspection and testing of structural steel, reinforced masonry, and sprayed-on fireproofing in the facility.

### **Harrah's Hotel** [Maryland Heights, MO]

Construction services were on an accelerated schedule and included: Compaction testing during the earthwork phase which included: testing of excavation and backfill, Site fill and levee construction; pressure relief well installation; and installation of pre-cast concrete piling for the hotel and steel piling for the basin walls, Asphaltic concrete pavement testing, Observation of auger cast pile installation, Concrete testing to include slump, air, temperature, and casting and testing compression test specimens, Observation of post-tensioned concrete construction, Observation and testing of structural steel welds and bolts, Observation of fireproofing.

### **MCI WorldCom Office Campus** [Weldon Spring, MO]

This 40-acre tract is located along the U.S Highway 40/Interstate 64 corridor, and houses the Midwestern Regional Headquarters of MCI WorldCom. Construction totaled a half-million square feet of Class A office space surrounded by 2,500 ground-level parking spaces. Environmental Services on this project included a Phase I and a limited Phase II Environmental Site Assessment and preparation of a Construction Permit Application by the air-quality staff.

### **Creve Coeur Lake Memorial Bridge** [Maryland Heights, MO]

Performed laboratory testing for the bridge piers and concrete testing for the bridge decks. Because of the extensive work that was done on this bridge, the concrete testing involved making 20 to 40 concrete cylinders a week for approximately two years.

David P. Nolan, P.E.

Vice President  
Construction Services

(636) 747-1024

130 Point West Boulevard  
St. Charles, MO 63301

DNolan@sciengineering.com



SCI ENGINEERING, INC.



**Robert C. Kennard**  
**Project Manager, Construction Services**

### Education

A.A., St. Louis County  
Community College

Currently enrolled – Construction  
Management

### Registrations & Certifications

American Concrete Institute (ACI):  
Concrete Field Testing Technician  
Grade I (3/11/16)

Nuclear Densimeter Certified

SCI Compaction – Level I and II

SCI Construction – Level I and II

#### MoDOT Certifications:

Concrete Field

(03/31/16)

OSHA 30-Hour Construction Safety  
and Health

Land Disturbance Special Inspector

(SWPPP – St. Louis County)

Mr. Kennard joined SCI Engineering, Inc. (SCI) in 1995. His current responsibilities as a Project Manager of the Construction Services Group are primarily related project management and supervision and training of technicians. Soil responsibilities include footing excavation observations, proof-rolling of pavement subgrade, reviewing soil borings and rock core logs and related geotechnical reports to verify field compliance with recommendations. Bob's responsibilities include supervising and scheduling of technicians who provide field and laboratory services for testing of asphalt, soil, and concrete and masonry observations. Soil testing services include field density testing of soil fills, subgrade on soil and aggregate, as well as shot rock fills. He has also observed the placement of soils for dams and levees. Asphalt-related services include: field density testing, placement observation of overlays, and new pavement. Concrete related services include the training of technicians in the field testing of fresh concrete, observation of reinforcing steel placement and concrete placement, laboratory supervision of concrete cylinder handling, storage, capping and compression testing, and performing concrete mix designs and reporting of the data. Bob also performs relative humidity and vapor emission testing of concrete floor slabs. Masonry observations include performing test specimens in field and inspecting masonry walls as they are being built.

### Project Experience -

- **Winfield Pin Oaks Levee Repairs** [Winfield, MO]
- **Ted Shanks Conservation Area, Levee Repairs** [Ashburn, MO]
- **Monarch Chesterfield Levee** [Chesterfield MO]
- **Weldon Spring Remedial Action Site** [Weldon Spring, MO]
- **True Femme Osage Dam** [St. Charles County, MO]
- **Multiple Quick Trip Convenience Stores** [St. Louis Metro Area, MO ]
- **IKEA –St. Louis** [ St. Louis, MO]
- **St. Luke's Hospital** [Chesterfield, MO]
- **Premier 370 Business Park—Multiple Buildings**  
[St. Peters, MO]
- **O' Fallon Justice Center [O Fallon, MO]**
- **Ballpark Village** [St. Louis, MO]
- **McBride, Centex, Payne Family Home, McKelvey**  
[Various Locations]
- **5<sup>th</sup> Street Extension Project** [St. Charles, MO]



**SCI ENGINEERING, INC.**

**Robert C. Kennard**  
**Project Manager, Construction Services**



## **Project Experience -**

- **Lambert St. Louis International Airport** [St. Louis County, MO]
- **Streets of St. Charles** [St. Charles, MO]
- **Fort Zumwalt School District** [St. Louis County, MO]
- **Schattdecor** [Maryland Heights, MO]

**Robert C. Kennard**  
Project Manager  
Construction Services

(636) 757-1084

130 Point West Boulevard  
St. Charles, MO 63301

[RKennard@sciengineering.com](mailto:RKennard@sciengineering.com)



SCI ENGINEERING, INC.

David P. Nolan, P.E.  
Vice President, Construction Services



## Project Experience

### **Premier 370—Lakeside Levee and Duke Parcels**

Provided construction testing/observation services for the four-mile levee, which was built to protect the development. Also performed a geotechnical study for proposed new warehouse buildings and provided full time compaction testing services during the general site grading for Duke Construction. Construction services also included observation of the installation of the storm sewer just south of Highway 370 between Lots D4 and D5.

### **Washington Missouri River Bridge**

Provided material testing during construction of this major river crossing

### **Aviator Business Park** [Hazelwood, MO]

Material testing and QC during demolition of an existing Ford assembly plant and associated site remediation and preparation for construction of site improvements and multiple large warehouse facilities.

### **Robert A Young Federal Building**

SCI performed special inspections of seismic upgrades in this heavily phased project.

### **Wentzville Logistics Center**

SCI performed construction quality control testing and inspections during construction of this 1.2 million square foot logistics facility. Site work consisted of expansive clay remediation over the entire building footprint.

### **O'Fallon, Missouri various road projects**

Quality control testing and inspection for various road improvement projects throughout the City.

### **St. Charles, Missouri various road projects**

Quality control testing and inspection for various road improvement projects throughout the City.

### **Fort Zumwalt School District**

Provided quality control testing and special inspections on multiple new schools and additions. SCI also provided Quality control oversight of their "Whitetopping" program which includes overlaying the parking lots with concrete at one to two schools a year.

David P. Nolan, P.E.

Vice President

Construction Services

(636) 747-1024

130 Point West Boulevard

St. Charles, MO 63301

DNolan@sciengineering.com



SCI ENGINEERING, INC.

**Eric R. Atley**  
Special Inspector



## Registrations & Certifications

A.C.I. Concrete Field Testing  
Technician – Grade 1

Associate Concrete Construction  
Special Inspector (exp. 2/2/2020)

MoDOT Certifications: Aggregate  
Technician, Bituminous Technician

Hilti Firestop Systems #0533864

Aerial Work Platform Training

ICC Spray-Applied Fire Proofing  
Special Inspector #8408495

ICC Structural Steel and Bolting  
Special Inspector #8408495

ICC Structural Welding  
Special Inspector #848495

Nuclear Density Gauge Certified

40-Hour Radiation Safety

OSHA 10-Hour

Mr. Atley joined SCI Engineering, Inc. in July 2013. His responsibilities include quality control of construction materials and observation, monitoring and compaction testing of fill placement for various developments including residential and commercial structures and levees. His responsibilities include testing, inspection, and observation for reinforced steel and concrete placement, structural steel observation, weld inspections, and bituminous (asphalt) density. He is certified in slump, air, and temperature tests for concrete quality control. He is also certified by the American Society of Nondestructive Testing (ASNT) as a Level II technician and is certified by the American Concrete Institute (ACI) as an Associate Concrete Construction Special Inspector.

## Project Experience

### **QuikTrip Convenience Stores** [St. Charles and St. Louis, MO]

Special Inspections of concrete, soil, masonry, reinforced concrete and structural steel for numerous stores in Missouri.

### **Gateway Commerce Center** [Pontoon Beach, IL]

Special inspections of welding, bolting, and decking as part of a larger project with IDOT on a 750,000-square-foot building.

### **Conoco Phillips – Various Projects** [Wood River, IL]

Special Inspections of MT, PT, UT, A-scan piping.

### **BJC Hospital** [St. Louis, MO]

Special Inspections of reinforcing steel and structural concrete.

### **Memorial Hospital – East Campus** [Shiloh, IL]

Special Inspections of bolting, welding, fireproofing, and decking for a 37,000- square-foot, seven-story structure.

### **Lindenwood University Commons** [St. Charles, MO]

Performed concrete testing, soil testing, and reinforcing steel and structural steel inspections for a 150,000-square-foot parking garage and dormitory structures.

### **Central Elementary School** [Park Hills, MO]

Special Inspections of structural steel and masonry for additions and renovations to the existing school offices and library.

### **IKEA** [St. Louis, MO]

Structural steel bolting and welding inspections for a multi-story building with a 450,000-square-footprint. The structure was elevated to allow for parking beneath the building.

### **Orchard Farm High School District** [Orchard Farm, MO]

Special Inspections of structural steel, bolting, welding and masonry for additions and renovations to the existing high school and middle school.

### **Herman Stemme Office Park (Mitek)** [Chesterfield, MO]

Special Inspections of fireproofing, bolting, welding, and decking for a new four -story office building approximately 29,000 square feet in footprint.

### **Morelli Heights** [Ft. Leonard Wood, MO]

Special Inspections of bolting and welding for improvements to an on-post temporary lodging building.



SCI ENGINEERING, INC.

Nicholas R. Behiter  
Special Inspector



### Education

B.S. Biology, University of Missouri  
St. Louis

### Registrations & Certifications

ACI Assoc. Concrete Construction  
Special Inspector  
Concrete Field Testing Grade I

Approved Outsource Inspector -  
Roadway Inspection

MoDot  
Aggregate Technician  
Bituminous Technician  
Concrete Field  
Concrete Strength  
Soil Density

Nuclear Gauge Safety Refresher

HILTI firestop Systems

OSHA 10-Hour Construction  
Safety and Health

Nuclear Gauge Safety Certification

Mr. Behiter joined SCI Engineering in June 2011 as an Engineering Technician and is currently a Special Inspector. Nick holds ACI certifications including Construction Special Inspector as well as Field Testing Technician. In addition, he holds multiple MoDOT certifications. His experience includes inspection and testing of various construction materials, including soils, soil modification, reinforced concrete, reinforced masonry, aggregates, asphaltic concrete and more. As a Special Inspector, he regularly performs inspections of soil subgrade, concrete reinforcing, and testing procedures, as well as structural masonry.

### Project Experience

#### Wentzville School District – New High School [Wentzville, MO]

Responsible for the testing and inspections necessary to build Wentzville School District's 3rd high school..

#### Webster Groves School District - High School [Webster Groves, MO]

This multi-level addition to the existing high school involved construction in an extremely tight timeframe and space. It also involved construction of an underground rain water collection system for irrigation purposes..

#### Dierberg's Markets, Inc. [Des Peres, MO]

Construction of Dierberg's flagship store on Manchester Road included underground parking, large concrete walls and all masonry construction.

#### QuikTrip [Various]

Responsible for all QA activities as required by QT including pre-pour checklists for most items, inspection of pavement reinforcing and special inspection of the masonry buildings.

#### Aberdeen Heights Senior Living Community [Kirkwood, MO]

This site was redeveloped after demolition of St. Joseph's hospital in Kirkwood, and involved significant decorative concrete site work in the outdoor courtyard areas.

#### SSM Rehabilitation Hospital @ DePaul [Bridgeton, MO]

This project involved construction of large modular block retaining walls for the new hospital building.

#### Dave Mungenast - Hyundai [Hazelwood, MO]

#### Elco Cadillac Dealership – New Showroom [Ballwin, MO]

#### City of St. Charles – Concrete Street Repairs [St. Charles, MO]

#### Mini-Cooper of St. Louis [St. Louis, MO]

#### True Manufacturing - Addition [Bowling Green, MO]

#### Young Road Extension @ Center Point Hospital [Weldon Spring, MO]

#### Mexico Road – Reconstruction [Wentzville, MO]

#### University of Missouri – St. Louis @ Grand Center [St. Louis, MO]

#### Walnut Grove Railroad Closure [Chesterfield, MO]

#### Spectrum Senior Living Facility [Affton, MO]



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 130 Point West Boulevard  
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**Ballwin City Hall**  
 Ballwin, Missouri  
 SCI Job No. 2017-0296.00  
 Construction Testing Services Fee Estimate

**Grading/ Remediation/ Utility Backfill**

Item	Rate	Quantity/day	Cost/day
Project Manager	\$100.00	0.5	\$50.00
Technician	\$48.00	8	\$384.00
Clerical	\$48.00	0.25	\$12.00
Nuclear Gauge	\$44.00	1	\$44.00
Vehicle Charge	\$28.00	1	\$28.00
<b>Total/day</b>			<b>\$518.00</b>
Modified Proctor	\$225.00	3	\$675.00
Atterberg Limits	\$66.00	1	\$66.00
Days: 8		<b>Cost:</b>	<b>\$4,885.00</b>

**Subgrade/Aggregate Base**

Item	Rate	Quantity/day	Cost/day
Project Manager	\$100.00	0.5	\$50.00
Technician	\$48.00	3	\$144.00
Clerical	\$48.00	0.25	\$12.00
Nuclear Gauge	\$44.00	1	\$44.00
Vehicle Charge	\$28.00	1	\$28.00
<b>Total</b>			<b>\$278.00</b>
Modified Proctor	\$225.00	1	\$225.00
Days: 4		<b>Cost:</b>	<b>\$1,337.00</b>

**Foundation Bearing Soils/Reinforcing Steel**

Item	Rate	Quantity/day	Cost/day
Senior Engineer	\$120.00	0.5	\$60.00
Special Inspector	\$59.00	3	\$177.00
Clerical	\$48.00	0.25	\$12.00
Vehicle Charge	\$28.00	1	\$28.00
<b>Total</b>			<b>\$277.00</b>
Days: 3		<b>Cost:</b>	<b>\$831.00</b>

**Structural Concrete**

Item	Rate	Quantity/day	Cost/day
Project Manager	\$100.00	0.5	\$50.00
Technician	\$48.00	3	\$144.00
Concrete Cylinders	\$13.50	4	\$54.00
Cylinder Molds	\$1.75	4	\$7.00
Vehicle Charge	\$28.00	1	\$28.00
Cylinder pick up	\$40.00	1	\$40.00
<b>Total</b>			<b>\$323.00</b>
Days: 3		<b>Cost:</b>	<b>\$969.00</b>

**Concrete Flatwork**

Item	Rate	Quantity/day	Cost/day
Project Manager	\$100.00	0.5	\$50.00
Technician	\$48.00	4	\$192.00
Concrete Cylinders	\$13.50	4	\$54.00
Cylinder Molds	\$1.75	4	\$7.00
Vehicle Charge	\$28.00	1	\$28.00
Cylinder pick up	\$40.00	1	\$40.00
<b>Total</b>			<b>\$371.00</b>
Days: 2		<b>Cost:</b>	<b>\$742.00</b>

**Structural Steel Erection (NDT)**

Item	Rate	Quantity/day	Cost/day
Inspection Manager	\$100.00	1	\$100.00
Steel Inspector	\$80.00	6	\$480.00
Clerical	\$48.00	0.5	\$24.00
NDT Equipment	\$39.00	1	\$39.00
Vehicle Charge	\$28.00	1	\$28.00
<b>Total</b>			<b>\$671.00</b>
Days: 1		<b>Cost:</b>	<b>\$671.00</b>

**Light Gauge Framing**

Item	Rate	Quantity/day	Cost/day
Inspection Manager	\$100.00	1	\$100.00
Steel Inspector	\$80.00	5	\$400.00
Clerical	\$48.00	0.5	\$24.00
Vehicle Charge	\$28.00	1	\$28.00
<b>Total</b>			<b>\$552.00</b>
Days: 5		<b>Cost:</b>	<b>\$2,760.00</b>

**Asphaltic Concrete**

Item	Rate	Quantity/day	Cost/day
Project Manager	\$100.00	0.5	\$50.00
Technician	\$48.00	6	\$288.00
Clerical	\$48.00	0.25	\$12.00
Nuclear Gauge	\$44.00	1	\$44.00
Vehicle Charge	\$28.00	1	\$28.00
<b>Total</b>			<b>\$422.00</b>
Days: 1		<b>Cost:</b>	<b>\$422.00</b>





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**Site Concrete**

Item	Rate	Quantity/day	Cost/day
Project Manager	\$100.00	0.5	\$50.00
Technician	\$48.00	3	\$144.00
Concrete Cylinders	\$13.50	4	\$54.00
Cylinder Molds	\$1.75	4	\$7.00
Vehicle Charge	\$28.00	1	\$28.00
Cylinder pick up	\$40.00	1	\$40.00
<b>Total</b>			<b>\$323.00</b>

Days: 3

**Cost: \$969.00**

**Project Meetings**

Item	Rate	Quantity/day	Cost/day
Project Manager	\$100.00	2	\$200.00
Technician	\$48.00	2	\$96.00
Vehicle Charge	\$28.00	2	\$56.00
<b>Total</b>			<b>\$352.00</b>

Days: 2

**Cost: \$704.00**

<b>Total Estimated Fee: \$14,290.00</b>
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**SCI ENGINEERING, INC.**  
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**RATE SCHEDULE**

City of Ballwin  
 Ballwin City Hall

April 2, 2018  
 2017-0296.00

<b>Labor Description</b>	<b>Rate</b>
President	161.00 /hour
Vice President	143.00 /hour
Branch Manager	110.00 /hour
Chief Engineer	131.00 /hour
Senior Engineer	120.00 /hour
Senior Geophysicist	150.00 /hour
Senior Scientist	120.00 /hour
Project Manager	100.00 /hour
Resident Engineer	105.00 /hour
Project Engineer	102.00 /hour
Project Scientist	102.00 /hour
Fireproof Inspector	80.00 /hour
Special Inspections Manager	100.00 /hour
Ultrasonic Testing	82.00 /hour
Steel Manager - Reinspection	100.00 /hour
Floor Flatness Technician	72.00 /hour
NDT Inspector	82.00 /hour
Staff Engineer	89.00 /hour
Staff Scientist	89.00 /hour
Laboratory Manager	89.00 /hour
Senior Field Manager	79.00 /hour
Steel Inspector	80.00 /hour
Drilled Pier Inspector	76.00 /hour
Special Inspector (Concrete/Masonry)	59.00 /hour
Field Manager	65.00 /hour
Field Scientist	63.00 /hour
CADD Operator	62.00 /hour
Field Technician	48.00 /hour
Laboratory Technician	52.00 /hour
State Certified Construction Technician I	52.00 /hour
State Certified Construction Technician II	58.00 /hour
Vapor Emissions Field Testing	76.00 /hour
Administrative Assistant	48.00 /hour
Chief Archaeologist	131.00 /hour
Senior Archaeologist	98.00 /hour
Archaeologist	88.00 /hour
Archaeological Crew Chief	66.00 /hour
Archaeological Technician	58.00 /hour
Architectural Historian	95.00 /hour

**Expenses**

Transportation, Meals/Per Diem, lodging, subcontractors, subconsultants, etc.

Cost + 15 percent

**Overtime/Night-Time Differential**

Overtime is charged for hours worked per individual employee in excess of 8 hours per day, or work performed on Saturdays, Sundays, or Holidays. Overtime for SCI employees will be billed at 1½ times our regular hourly rates. A 10 percent premium will be charged for all labor performed during a night-time shift.

**Expert Testimony**

Expert witness testimony for deposition, arbitration, mediation and trial proceeding will be billed at 1½ times the applicable hourly rate.

**Field and Lab Services**

We prefer a 24-hour notice to schedule field services but will always try to work within the time constraints provided. Coordination and report review will be invoiced at engineering rates. A minimum charge of 3 hours per site visit will apply for all field services.

**SCI Engineering, Inc.** is a multi-discipline firm offering services during all phases of projects – from development and design through final construction. SCI provides services that include: geotechnical, construction, environmental, natural resources, and cultural resources. This Labor Rate Schedule is not inclusive of all of our services. Labor Rates for all of our services will be furnished upon request.



City of Ballwin  
 Ballwin City Hall

April 2, 2018  
 2017-0296.00

<b>SOIL TESTING</b>		<b>ASTM/AASHTO</b>	<b>Price</b>	<b>Unit</b>
<b>Laboratory Tests</b>				
<b>1</b>	<b>Compaction Control</b>			
	Moisture-Density Relationship			
	Standard Proctor	D698/T99	220.00	Ea
	Modified Proctor	D1557/T180	225.00	Ea
	Rock-Soil Mixtures		48.00	Add
	Oversize Specific Gravity		85.00	Add
	California Bearing Ratio (CBR) (moisture-density relationship additional)			
	Single-Point (unsoaked)	D1883/T193	165.00	Ea
	Single-Point (soaked)		175.00	Ea
	3-Point Single Moisture (soaked)		270.00	Ea
	Relative Density - Minimum and maximum density	D4253/4254	317.00	Ea
<b>2</b>	<b>Material Characterization</b>			
	Visual Description	D2488/M145	9.00	Ea
	Atterberg Limits - Method A or B	D4318/T89,90	66.00	Ea
	Liquid Limit Only		55.00	Ea
	Unit Weight Determination	D2937	35.00	Ea
	Grain Size Analysis			
	Sieve Analysis (includes percent finer than No. 200)	D422/T88	65.00	Ea
	Sieve Analysis with Hydrometer		158.00	Ea
	Percent finer than No. 200 (washed)	D1140	39.00	Ea
	Specific Gravity of Soil	D854/T100	145.00	Ea
	Moisture Content	D2216/T265	10.00	Ea
	Organic Content	D2974/	54.00	Ea
	Organic Classification Using Atterberg Method	D2487	125.00	Ea
	Wet Organic Content	T194	137.00	Ea
	pH	D4972	35.00	Ea
	pH	G51	25.00	Ea
	Soil Resistivity	G57	130.00	Ea
<b>3</b>	<b>Strength and Behavioral Properties</b>			
	One Dimensional Consolidation Test - Includes laboratory e-log and p-curve	D2435	385.00	Ea
	Swell Test		210.00	Ea
	Unconfined Compression Test	D2166/T208		
	Undisturbed Samples (includes dry density)		83.00	Ea
	Using Rimac on ss samples		7.00	Ea
	Triaxial Strength Testing			
	Unconsolidated, Undrained (UU) (Q)	D2850/T296	125.00	Pt
	Consolidated, Undrained (CU) ( R )	D4767/T297		
	Per Point		340.00	Ea
	Additional Multi-Stage Points		125.00	Ea
	Consolidated, Drained (CD)	D7181		
	Per Point		470.00	Ea
	Additional Multi-Stage Points		125.00	Ea
	Direct Shear	D3080		
	Non-cohesive		250.00	per point
	Cohesive		350.00	per point
	Hydraulic Conductivity Tests			
	Triaxial Flexible Wall	D5084	350.00	Ea
	Rigid Wall	D2434	286.00	Ea
	Rock Core			
	Description/photo		38.00	Box
	Unconfined Compression Test		79.00	Ea
	Direct Shear		250.00	Ea
	Remolding Samples	D3080		
	Samples for Consolidation, Swell, or Direct Shear		50.00	Ea
	Samples for QU, UU, CU, or Hydraulic Conductivity		80.00	Ea
<b>4</b>	<b>Laboratory Testing</b>			
	Chemical Tests			
	Total Sulfates		38.00	Ea
	Chlorides		38.00	Ea
<b>Field Services</b>				
	Nuclear Density Equipment	D2922/T130	44.00	Day
	Sand Cone Equipment	D1556/T191	18.00	Day
	Drive Tube Equipment	D2937	18.00	Day
	Settlement Plates		225.00	Ea
	Handheld GPS Unit		100.00	Day



City of Ballwin  
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April 2, 2018  
 2017-0296.00

CONCRETE TESTING		ASTM/AASHTO	Price	Unit
<b>Laboratory Services</b>				
1	<b>Compressive Strength</b>			
	Cylinders - 4"x8", 3"x6" (Cast by SCI, Tested or held in reserve)	C39	13.50	Ea
	Cylinders - 6"x12" (Cast by SCI, Tested or held in reserve)	C39	13.50	Ea
	Cylinders - Cast by Others (Tested or held in reserve)	C39	21.00	Ea
	2" x 4" Cylinder	C780	13.50	Ea
	2" x 2" Cube	C109	13.50	Ea
	Drilled Cores (including sawcutting one end)	C42	48.00	Ea
	CLSM w/Density	D4832	65.00	Ea
	Sawcut Cylinders (If ends are not in compliance with ASTM standards)		20.00	Ea
	Nominal 4" x 4" x 8" Grout Sample		25.00	Ea
	Concrete Masonry Unit	C140	75.00	Ea
2	<b>Cylinder Molds</b>		1.75	Ea
3	<b>Flexural Strength - 6" x 6" x 21" or 24" beam</b>	C78	41.00	Ea
4	<b>Shrinkage/Length Change of Hardened Concrete (Set of 3)</b>	C157/C490	500.00	Ea
5	<b>Mix Design/Verification (does not include aggregate tests)</b>			
	Trial Mix Verification (1-point, includes 6 cylinders)	C192	850.00	Ea
	Trial Mix (includes 3-point w/c ratio relationship & 18 cylinders)		1,750.00	Ea
6	<b>Masonry Mortar Mix Test</b>		335.00	Ea
7	<b>Aggregate Characteristics</b>			
	Sieve Analysis	C136	55.00	Ea
	Washed Sieve Analysis (includes percent finer than No. 200)		65.00	Ea
	Washed Sieve Analysis (percent finer than No. 200 only)	C117	39.00	Ea
	Rapid Turnaround (Stove drying)		30.00	Add
	Unit Weight and Voids in Aggregate	C29	60.00	Ea
	Specific Gravity and Absorption of Coarse Aggregate	C127	80.00	Ea
	Specific Gravity and Absorption of Fine Aggregate	C128	125.00	Ea
	Clay Lumps and Friable Particles in Aggregate	C142	115.00	Ea
	MoDOT Deleterious Determination	TM71	70.00	Ea
	Surface Moisture in Fine Aggregate	C70	25.00	Ea
	Soundness (sodium sulfate)	C88	560.00	Ea
	Soundness (magnesium sulfate)	C88	445.00	Ea
	Resistance to Abrasion	C131	400.00	Ea
	Flat & Longated, Flat or Elongated	D4791	45.00	Ea
	Lightweight Particle	C123		
	Fine Aggregate ( 2.0SG)		95.00	Ea
	Coarse Aggregate (2.0SG)		152.00	Ea
	Coarse Aggregate (2.4SG)		285.00	Ea
8	<b>Concrete Core Thickness</b>	C174	17.00	Ea
<b>Field Services</b>				
1	<b>Quality Control (includes determination of slump and air content, making cylinders and retrieval)</b>			
	Field Testing	C31	Per Rate Schedule	Hr
2	<b>Concrete Batch Plant Inspection by Registered Professional Engineer (NRMCA Certification)</b>		Upon request	
<b>In-Place Testing</b>				
1	<b>Rebound Hammer Tests</b>		Per Rate Schedule	Hr
2	<b>Windsor Probe Penetration Tests</b>			
	Field Testing		Per Rate Schedule	Hr
	Equipment		46.00	Day
	Probes (set of three)		43.00	Ea
3	<b>Coring (350.00 minimum)</b>			
	Field Testing		Per Rate Schedule	Hr
	Bit Wear		4.00	Inch
	Coring Machine		85.00	Day
4	<b>Floor Flatness</b>	E1155		
	Field Testing		Per Rate Schedule	Hr
	Dipstick Floor Profiler		150.00	Day
5	<b>Vapor Emission Test</b>	F1869	60.00	Ea
	Field Testing		Per Rate Schedule	Hr
6	<b>Relative Humidity Loggers in Floor Slab</b>	F2170	55.00	Ea
	Field Testing		Per Rate Schedule	Hr
7	<b>Ground Penetrating Radar-Concrete Scanning (4 hour minimum charge)</b>		175.00	Hr



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April 2, 2018  
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ASPHALTIC CONCRETE TESTING		ASTM/AASHTO	Price	Unit
<b>Laboratory Services</b>				
1	<b>Bitumen Content</b>			
2	<b>Extraction</b>	D2172		
	Asphalt Content		210.00	Ea
	Asphalt Content and Gradation		260.00	Ea
3	<b>Ignition Oven</b>	D6307		
	Asphalt Content		165.00	Ea
	Asphalt Content and Gradation		220.00	Ea
4	<b>Bulk Specific Gravity</b>	D2726/T166	37.00	Ea
5	<b>Maximum Theoretical Specific Gravity</b>	D2041	63.00	Ea
6	<b>Aggregate Correction Factor Determination for Asphalt Ignition Oven</b>		655.00	Ea
7	<b>Asphalt Core Thickness</b>	D3549	17.00	Ea
<b>Field Services</b>				
1	<b>Commercial Placement Observation (includes determining maximum density of field mix, monitoring density, estimating thickness, and recording temperature)</b>			
	Field Testing		Per Rate Schedule	Hr
	Nuclear Density Equipment		44.00	Day
2	<b>Coring (350.00 minimum)</b>			
	Field Testing		Per Rate Schedule	Hr
	Bit Wear		2.00	Inch
	Coring Machine		85.00	Day
<b>SPECIAL INSPECTIONS TESTING</b>				
1	<b>Structural Steel Observations (includes visual weld inspection, bolt torque determination)</b>			
	Field Inspection	AWS D1.1	Per Rate Schedule	Hr
	Equipment		39.00	Day
2	<b>Nondestructive Testing</b>			
	Ultrasonic Inspection			
	Field Testing	AWS D1.1	Per Rate Schedule	Hr
	Equipment		39.00	Day
3	<b>Magnetic Particle Inspection</b>			
	Field Testing	E1444/E709	Per Rate Schedule	Hr
	Equipment		30.00	Day
4	<b>Dye Penetrant Inspection</b>			
	Field Testing	E165	Per Rate Schedule	Hr
	Equipment		25.00	Day
5	<b>Welding Operator Qualifications And Inspection (includes welder performance verification and guided bend test)</b>			
	Field Verification	AWS D1.1	Per Rate Schedule	Hr
	Guided Bend Test (Excludes Machining)		40.00	Coupon
6	<b>Adhesion testing of epoxied items into concrete and masonry (includes pullout testing of epoxied anchor bolts and reinforcing steel)</b>			
	Field Testing	IBC	Per Rate Schedule	Hr
	Testing Equipment		79.00	Day
<b>MILEAGE FOR ALL SERVICES</b>			0.65	per mile
This price list is not inclusive of all tests and services: prices for additional tests and services will be provided upon request.				



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**ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES**

Project Name: Ballwin City Hall – RFQ #18-20

Project Number: 2017-0296.00 / KTK

Date: April 2, 2018

Fee: As referenced

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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. 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 arising directly out of our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. Our general liability insurance, subject to its limits, terms and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of our operational negligence.

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.

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 in conflict with 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.

**10. SITE SAFETY**

With respect to project site safety, SCI shall be responsible solely for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed by any party 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 by any party to imply that SCI has any responsibility for any contractor's methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site. 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. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

b. 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 subcontractors.

c. 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, unless the parties mutually agree otherwise.

d. In the event there is a dispute between SCI and you, other than collection of fees and which is not resolved by mediation, the prevailing party shall be awarded its reasonable attorney's fees, expert witness fees, and other costs. **THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.**

e. 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.

f. 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.





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

**ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES**

Project Name: Ballwin City Hall – RFO #18-20, including the scope of work, contractor insurance and contractor indemnification contained therein. *(K) 4-6-18*  
 Project Number: 2017-0296.00 / KTK

Date: April 2, 2018

Fee: As referenced, subject to direction by city of Ballwin *(K) 4-6-18*

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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.

KK  
4-6-18 *SCI agrees to perform such services as are described in RFQ #18-20, as directed by client.*

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. 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, *but this waiver and indemnity shall not apply to objects located and disclosed.*

KK  
4-6-18

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 arising directly out of our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. Our general liability insurance, subject to its limits, terms and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of our operational negligence.

*SCI agrees to maintain insurance for the coverages, and amounts listed in RFQ # 18-20. KK 4-6-18*

KK 4-6-18

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.

KK 4-6-18

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 in conflict with 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.

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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.

KK  
4-6-18

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 extent permitted or required by law  
4-6-18

10. **SITE SAFETY**

With respect to project site safety, SCI shall be responsible solely for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed by any party 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 by any party to imply that SCI has any responsibility for any contractor's methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site. 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.

14. **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. N/A

KK  
4-6-18

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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.

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15. **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.

16. **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. Such instruments of service shall become property of client.

4-6-18

17. **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.

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b. 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.

c. 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, unless the parties mutually agree otherwise.

d. In the event there is a dispute between SCI and you, other than collection of fees and which is not resolved by mediation, the prevailing party shall be awarded its reasonable attorney's fees, expert witness fees, and other costs. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

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f. 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.

NEED SIGNATURE BLOCK FOR SCI *Handwritten Signature* 4-6-18