

# RESOLUTION NO. 08 22 2024I

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH LOCHMUELLER GROUP, INC., PROVIDING FOR SANITARY SEWER DESIGN PROJECTS, IN AN AMOUNT NOT TO EXCEED \$231,907.00.**

**WHEREAS**, the City of O'Fallon conducted a formal request for qualifications for Sanitary Sewer Design Projects; and

**WHEREAS**, City staff received the agreement from Lochmueller Group, Inc., for professional engineering services for Sanitary Sewer Design Projects and recommend approval of this agreement; and

**WHEREAS**, City staff recommends approval of this Resolution;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:**

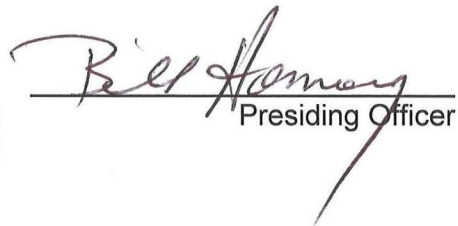
**SECTION 1:** The City Council approves on behalf of the City an agreement with Lochmueller Group, Inc., for Sanitary Sewer Design Projects at a cost not to exceed \$231,907.00, in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

**PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 22<sup>ND</sup> DAY OF AUGUST, 2024.**

Attest:

  
Bess Bacher, City Clerk




  
Presiding Officer

# RESOLUTION NO. 08 22 2024I

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 22<sup>ND</sup> DAY OF AUGUST, 2024.



  
Bill Hennessy, Mayor

Attest:

  
Bess Bacher, City Clerk

Approved as to Form:

  
Kevin M. O'Keefe, City Attorney

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, by and between the City of O'Fallon, a Missouri Municipal Corporation (OWNER), and Lochmueller Group, Inc. (Engineer)

### ARTICLE 1 ENGINEER'S SERVICES

ENGINEER shall provide to OWNER professional services for 24-101 Sanitary Serwer Design, hereinafter referred to as "PROJECT". These services are identified and described in the Scope of Work (EXHIBIT A) attached to and made a part of this Agreement.

### ARTICLE 2 OWNER'S RESPONSIBILITIES

#### A. OWNER's Representative

OWNER shall designate in writing a person to act as OWNER's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and make decisions with respect to ENGINEER's services for the PROJECT. OWNER may change its representative by submitting to the ENGINEER in writing.

#### B. Information

1. OWNER shall provide ENGINEER with general goals, objectives, and requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility, expandability, any budgetary limitations; and identify general design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Contract Documents, when applicable.
2. OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of Hazardous Environmental Condition. OWNER shall give written notice to ENGINEER of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor provided the OWNER becomes aware of the development, defect or nonconformance in services and recognizes that there are potential effects on the project.
3. If OWNER provides a budget for the PROJECT, it shall include contingencies for bidding, changes in the work during construction and other costs which are the responsibility of OWNER. OWNER shall, at the request of ENGINEER, provide a statement of funds available for the PROJECT and their source.
4. OWNER shall furnish to ENGINEER as required for performance of ENGINEER'S services (except to the extent provided otherwise in the Scope of Work), data prepared by or services of others, including; soil borings, probing and subsurface explorations, hydrographic surveys laboratory tests and inspections of samples, materials and equipment, appropriate professional interpretation of all of the foregoing; environmental assessment and impact statements; and other special data or consultation that is readily available to OWNER. The data provided is informational and ENGINEER may use the data in performing its services, provided, however, that ENGINEER shall review all such data, prior to using it, and notify the OWNER immediately if, in ENGINEER'S experience and judgment, any data does not appear to be consistent with actual conditions or appears to be otherwise incorrect.
5. OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require (except to the extent provided otherwise in the Scope of Work) to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
6. OWNER shall advise ENGINEER of the identity and the scope of services of any independent consultants employed by OWNER to perform or furnish services regarding the PROJECT, including but not limited to, cost estimating, PROJECT peer review, value engineering, and constructability review.



7. OWNER shall furnish to ENGINEER data as to OWNER's anticipated cost for services to be provided by others for OWNER so that ENGINEER may make necessary calculations to develop and periodically adjust ENGINEER's opinion of Probable Cost.
8. If OWNER designates a Construction Manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the site, define and set forth as an attachment to this Exhibit D the duties, responsibilities, and limitations of authority of such other party as well as the relation thereof to the duties, responsibilities and authority of the ENGINEER.
9. OWNER must establish and be present for the pre-bid conference, bid opening, pre-construction conferences, construction progress meetings, and other job-related meetings, and substantial completion and final payment inspections.

**C. Access and Approvals**

1. OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services under this Agreement. ENGINEER acknowledges that OWNER as a governmental entity must take certain steps to lawfully access private property; ENGINEER shall notify OWNER of the need to access private property which shall allow sufficient time for the OWNER to take those necessary steps. ENGINEER shall coordinate with OWNER with respect to access to public or private property.
2. OWNER shall assist the ENGINEER in the completion of all applicable forms and permits required by governmental authorities having jurisdiction over the PROJECT. OWNER shall provide all fees associated with the applications for forms and permits. OWNER will approve and execute all forms and permits prior to forwarding to governmental authorities.

**D. Coordination**

1. If OWNER designates a person to represent OWNER at the site other than ENGINEER, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER will be set forth in an "Exhibit D" that is to be identified, attached to and made a part of this Agreement before such services begin.
2. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire PROJECT, OWNER shall designate prior to the start of construction a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

**E. Notice**

1. OWNER shall give reasonable written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of ENGINEER or any Contractor.
2. The ENGINEER is responsible for any of its work that violates sound engineering practices and policies, and/or the intent of the scope of the PROJECT.

**ARTICLE 3  
COMPENSATION AND PAYMENT**

**A. METHODS OF PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES**

1. OWNER will compensate ENGINEER for the performance of the services described in the Scope of Work (EXHIBIT A), part 1 in accordance with the Terms and Conditions of the attached EXHIBIT B.
2. OWNER shall compensate ENGINEER for the Additional Services performed or furnished under EXHIBIT A, Part 2, as set forth in EXHIBIT B.
3. OWNER shall compensate ENGINEER for reimbursable expenses over and above the services provided for in paragraphs 3.A.1 and 3.A.2 incurred by ENGINEER and ENGINEER's consultants as set forth in EXHIBIT C.

**B. OTHER PROVISIONS CONCERNING PAYMENTS**

1. Preparation of Invoices – Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER unless otherwise agreed. The amount billed each invoice will be calculated and set forth in Exhibit B.



2. Payment of Invoices – Invoices are due and payable within 30 days of receipt. If OWNER fails to make payment due ENGINEER for services and expenses within 90 days after receipt of ENGINEER's invoice therefore, the amounts due the ENGINEER will be increase at a rate of 1.0% per month (or maximum rate allowable by law, if less) from said ninetieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend the services under this agreement until ENGINEER has been paid in full amounts due for services, expenses and other related charges. Payments will be credited first to interest and then to principal.
3. Disputed Invoices – In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. All Dispute resolution shall be handled in the process specified in Article 11 Paragraph F.
4. PAYEMENTS DUE UPON TERMINATION
  - i. In the event of any termination under Paragraph 10.A & 10. B; ENGINEER will be entitled to invoice the OWNER and will be paid in accordance with Exhibit B for all services performed and furnished and all reimbursable expenses incurred through the effective date of termination.
  - ii. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in paragraph 3.B.4.i, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, costs of terminating contracts with ENGINEER's sub consultants, and other related closeout costs, using methods and rates as set forth in EXHIBIT C.
5. Records of ENGINEER's Costs – Records of ENGINEER's costs pertinent to ENGINEER's compensation under this agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely requests, copies of such records will be made available to OWNER at no cost.

**ARTICLE 4  
TIME FOR PERFORMANCE**

**A. COMMENCEMENT/COMPLETION**

ENGINEER shall commence the performance of the services for the PROJECT upon the date of this Agreement and complete the work in accordance with such schedule attached as part 3 of Exhibit A as may be mutually agreed to by the parties.

**B. SUSPENSION**

If OWNER fails to give prompt written authorization to proceed with any phase of the services after completion of the immediately preceding phase, or if the ENGINEER's services are delayed at no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this agreement.

**C. LIQUIDATED DAMAGES**

Timely completion is an essential element of this contract. Final Plans shall be completed by the dates outlined in the schedule as set forth in Exhibit A Part 3. One hundred dollars per calendar day (**\$100 / calendar day**) will be deducted from any money due to ENGINEER for work not completed by the dates. The amount specified above is not a penalty but liquidated damages for loss to the City and the public.

**ARTICLE 5  
CHANGES IN THE WORK**

**A. CHANGES** - OWNER reserves the right, without impairing this Agreement, to order changes or alterations in the work to be performed hereunder by ENGINEER. If changes or alterations ordered affect the cost or progress of the work, adjustment shall be made in the time for performance of the work and compensation owing to ENGINEER, as the case may be. These said changes must be agreed upon by both parties prior to the work beginning, and a scope of work change must be executed.

**B. CONCEALED CONDITIONS** - Should concealed or unknown conditions be encountered in the performance of the work which present the risk of discharge, dispersal, release or escape of asbestos, any hazardous substance or any hazardous waste, ENGINEER shall promptly suspend its performance of the Work for the protection of the parties and their employees and notify OWNER of the conditions encountered. OWNER and ENGINEER shall promptly investigate the conditions and, if warranted, equitable and necessary adjustments shall be made in the terms and conditions of this Agreement. It is agreed, however, that ENGINEER shall have no duty to

determine the existence of any hazardous substance or hazardous waste at the site of the work or to provide response action services even with equitable adjustments. The WORK shall be suspended until such time as the services of a qualified professional is acquired to assess the condition and make a recommendation for mitigation and or response. The ENGINEER will be compensated for the impact that the concealed condition has on its services rendered.

#### **ARTICLE 6 STANDARD OF CARE**

- A. ENGINEER represents that its services shall be performed with the skill and care which would be exercised by comparable qualified design professionals performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in its services, ENGINEER shall furnish at its own cost and expense, the additional services, labor, materials and equipment necessary to correct such deficiencies. The City reserves the right to seek other remedies.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct deficiencies without additional compensation regardless of the state of the project in which the error or omission is discovered.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the PROJECT to which this agreement applies. ENGINEER shall serve as OWNER's prime professional for the PROJECT. ENGINEER may employ such consultant as ENGINEER deems necessary to assist in the performance or the furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER. ENGINEER shall not employ any ENGINEER's sub consultants unacceptable to the OWNER.
- D. ENGINEER and OWNER shall comply with acceptable Laws and Regulations and OWNER mandated standards. This agreement is based on these requirements as of its effective date. Changes to these requirements after the effective date of this agreement may be the basis for modifications to OWNER's responsibilities or to the ENGINEER's scope of services, times of performance, or compensation.
- E. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as to not delay the services of ENGINEER. ENGINEER shall expedite the design as specified in this document.
- F. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variation from the language indicated in the Exhibit E - "Notice of Acceptability of Work", or of any other notice or certification the ENGINEER will be requested to provide to OWNER or third parties in connection with the PROJECT. OWNER and ENGINEER shall reach an agreement on the terms of any such requested notice or certification, and OWNER shall authorize such additional services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- G. ENGINEER shall not be required to sign any documents, no matter who requested, that would result in the ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon ENGINEER signing any such certification.
- H. During Construction Phase ENGINEER shall not supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.
- I. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor, or supplier, or if any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees or ENGINEER'S sub consultant, acting under the direction of the ENGINEER) at the site or otherwise furnishing or performing any of the Contractor's work; or if any decision made on interpretations or clarifications of the Contract Documents given by the OWNER without consultation and advice of ENGINEER.



- K. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

## **ARTICLE 7 INDEMNITY**

### **A. ENGINEER's Duty**

ENGINEER shall indemnify and hold harmless OWNER against all claims and suits by third parties for loss of or damage to property, or personal injury, including death, to persons, and from all judgments and recovered therefore, and from all expenses for defending such claim or suit, including court costs and attorney's fees, arising out of claims relating to the negligent acts, errors or omissions of ENGINEER in connection with ENGINEER'S performance of this Agreement. In no event shall ENGINEER have any duty to indemnify OWNER hereunder against claims arising as a result of OWNER'S sole negligence. ENGINEER'S indemnity obligation does not include any third party claims or suits arising out of errors or omissions in ENGINEER'S services due to ENGINEER being required, directly or indirectly by OWNER to take certain actions contrary to the recommendations of ENGINEER or which have the effect of eliminating safety related features in order to design within funding limitations or both. The parties acknowledge that ENGINEER shall be obligated to pay the OWNER'S costs of defense, including court costs and attorney's fees, in response to the claims covered by this section, but, ENGINEER shall not be required to provide such a defense. ENGINEER shall cooperate with the OWNER in defending all such claims described in this section and shall pay the costs of OWNER'S defense within 30 days following invoice therefor.

### **B. OWNER's Duty**

1. OWNER agrees to release, waive all rights of subrogation against, defend, indemnify and hold ENGINEER harmless from all claims, liabilities, demands, costs, expenses (including attorney's fees) and causes of action arising out of errors or omissions in ENGINEER's services due to ENGINEER being required, directly or indirectly, by OWNER to take certain actions contrary to the written recommendations of ENGINEER that notify the OWNER that the OWNER's direction will negatively impact service or safety of the project and is contrary to sound engineering practice or which have the effect of eliminating safety related features in order to design within funding limitations or both.

## **ARTICLE 8 LIMITATION OF LIABILITY**

OWNER agrees that in no event will ENGINEER be liable under this Agreement for any consequential, special, contingent or penal damages, including but not limited to loss of revenue, loss of profit, operating costs or business interruption losses, regardless of cause, including breach of contract, tort (including sole or concurrent negligence), strict liability or otherwise of ENGINEER, except to the extent of the compensation paid to ENGINEER.

## **ARTICLE 9 INSURANCE**

ENGINEER shall, unless otherwise approved in writing by Owner, obtain and maintain throughout the duration of this Agreement (or as otherwise specified) insurance written through a company duly authorized to conduct business in the State of Missouri and with a A.M. Best Rating of A-IX or higher and of the types and in the amounts described below.

- A. Errors and Omissions Insurance (Professional Liability). Errors and omissions insurance with a limit of \$2,000,000 per claim/\$2,000,000 aggregate. Such insurance shall cover all services provided by ENGINEER hereunder. In the event the ENGINEER also provides construction management services, such services shall be included in the coverage. Owner may on a project-by-project basis request the ENGINEER to provide a "project policy" with a five-year "extended reporting period" endorsement. Such requirement shall be by written amendment to the Agreement. All coverage shall be retroactive to the earlier of the date of this Agreement or the commencement of the ENGINEER's services in relation to any Project authorized hereunder, covering personal injury, bodily injury and property damage.
- B. Commercial General Liability (CGL) Insurance. Commercial general liability ("CGL") in the amount of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal Injury/Advertising Injury. The policy shall be endorsed so that the General Aggregate limit applies separately to each Project authorized hereunder.



1. CGL insurance shall cover liability arising from premises, operations, independent contractor, products-completed operations and personal injury and advertising liability and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
  2. Owner shall be included as an Additional Insured under the CGL, using an ISO Additional Insured Endorsement or equivalent. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.
  3. A Waiver of Subrogation in favor of the Owner shall be provided as an endorsement to the policy.
- C. Business Auto Liability Insurance. Business auto liability and, if necessary, commercial umbrella insurance with a limit of \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Owner shall be named as an additional insured and a waiver of subrogation in favor of the Owner shall be endorsed to the policy.
- D. Workers Compensation Insurance. Workers' compensation and employer's liability insurance.
1. ENGINEER shall carry statutory Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts of \$1,000,000 each accident for bodily injury, \$1,000,000 for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.
  2. A waiver of subrogation in favor of the Owner shall be endorsed to the policy.
- E. Excess Umbrella Insurance. Excess umbrella liability insurance with a limit of \$1,000,000 per occurrence /\$1,000,000 aggregate, in excess of the above employer's liability, automobile liability and commercial general liability policies.
- F. By requiring the insurance as set out herein, Owner does not represent that coverage and limits will necessarily be adequate to protect ENGINEER, and such coverage and limits shall not be deemed as a limitation on ENGINEER's liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.
- G. Prior to commencing the work, ENGINEER shall furnish Owner with a certificate(s) of evidence of insurance (ACORD Form 25 or equivalent), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Any endorsements confirming additional insured status, primary coverage and waivers of subrogation must accompany the insurance certificate(s).
1. All policies shall provide for thirty (30) days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. A copy of such endorsement must accompany the insurance certificate(s).
  2. Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of ENGINEER's obligation to maintain such insurance.
- H. Owner shall have the right but not the obligation to prohibit ENGINEER from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
- I. Failure to maintain the insurance required in this Section may result in termination of this Agreement at Owner's option. Owner may, but is not obligated to, obtain any insurance required hereunder and not maintained by the ENGINEER and charge the cost thereof to ENGINEER.
- J. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.
- K. ENGINEER shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.

- L. ENGINEER shall include the above requirements for types of insurance requirements in all of its subcontracts. Limit amounts for subcontractors may be less than those set forth above, upon written agreement of Owner. ENGINEER shall be responsible for collecting certificates of insurance and monitoring insurance coverage of its subcontractors to verify that the required coverage is maintained as required. All Subcontractors providing professional services shall be required to provide professional liability insurance.
- M. Owner reserves the right to request ENGINEER to obtain additional insurance and limits on individual Projects authorized hereunder. ENGINEER shall endeavor to obtain such insurance as soon as possible after such request and advise Owner if the ENGINEER will be required to pay any additional premium. If so, the Owner shall pay such additional premium in excess of the premium for the above insurance. If ENGINEER cannot obtain such additional insurance, Owner may terminate this Agreement in full or in part upon notice to ENGINEER.

## **ARTICLE 10 TERMINATION**

### **A. Termination by OWNER**

1. In the event ENGINEER fails to comply with any provisions of this Agreement, or if the progress is unsatisfactory, OWNER may serve written notice hereof upon ENGINEER, and if ENGINEER neglects within a period of seven (7) days thereafter to commence its efforts to correct such failure, to the satisfaction of the OWNER, OWNER may terminate the Agreement upon written notice to ENGINEER. Upon such termination, ENGINEER shall cease its performance of this Agreement and shall deliver to OWNER all completed or partially completed satisfactory work and OWNER shall pay to ENGINEER the amount due for such satisfactory work.
2. OWNER also reserves the right to terminate this Agreement if it abandons or indefinitely postpones the PROJECT. Such termination shall be accomplished by written notice to that effect delivered to ENGINEER. Upon receipt of such notice, ENGINEER shall immediately cease work and deliver to OWNER all completed or partially completed work. Payment to ENGINEER shall be made for work performed up to receipt by ENGINEER of such termination notice, together with ENGINEER's costs for closing down its work, and ENGINEER shall have no claim for loss of anticipated profits or any additional compensation.

### **B. Termination by ENGINEER**

In the event OWNER fails to comply with any provisions of this Agreement, or if it fails to timely pay compensation due to ENGINEER, ENGINEER may serve written notice thereof upon OWNER, and if OWNER fails within a period of seven (7) days thereafter to correct such failure, ENGINEER may terminate this Agreement upon written notice to OWNER. Upon such termination, ENGINEER shall cease its performance of this Agreement and when paid the amount due for such work, shall deliver to OWNER all completed or partially completed work for the PROJECT.

### **C. Termination by OWNER for Convenience**

By OWNER effective upon the receipt of notice by ENGINEER.

The terminating party under paragraphs 10.A.1, 10.A.2, 10.B or 10.C may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

## **ARTICLE 11 GENERAL CONSIDERATIONS**

### **A. Use of Documents**

All documents including Drawings, Specifications, and CADD discs prepared or furnished by ENGINEER pursuant to this Agreement shall become the property of the OWNER upon completion or termination of the Agreement. All documents shall be made available for use by the OWNER without restriction or limitation on its use. If the OWNER incorporates any portion of the work into a project or reuses any portion thereof, without written consent from the ENGINEER, then the owner does so at OWNER's sole risk and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.



**B. Opinions of Cost**

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total PROJECT Costs and Construction Costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total PROJECT or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If, prior to the bidding or negotiating phase of the PROJECT, OWNER wishes greater assurance as to Total PROJECT or Construction Costs, OWNER will employ an independent cost estimator as provided in ARTICLE 2.

**C. Purchase Order Terms**

If OWNER issues a purchase order for the services provided by this Agreement according to OWNER's purchasing procedures, the terms and conditions printed on such purchase order and its supplements or amendments are superseded by this Agreement, and are not applicable to the work.

**D. Controlling Law**

This Agreement is to be governed by the Laws of the State of Missouri.

**E. Successors and Assigns**

1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representative of OWNER and ENGINEER are hereby bound to the other party of this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.
3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.
4. In the event the Agreement is terminated by the Engineer or the Owner, the Engineer will provide, at the owners request, all plans, tracing, maps, specifications, calculations, survey data, models, topo, design files, computer files, electronic data and files, notes, and all other documents related to the project. The status of these documents should reflect that with which the Engineer has requested payment for or has been paid for.

**F. Dispute Resolution**

1. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to OWNER promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the OWNER within 60 days after the start of such event (unless OWNER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter).
2. *OWNER's Decision:* OWNER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. OWNER's written decision on such Claim, dispute, or other matter will be final and binding upon ENGINEER unless:
  - A. an appeal from OWNER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 11.G; or
  - B. if no such dispute resolution procedures have been set forth in Article 11.G, a written notice of intention to appeal from OWNER's written decision is delivered by ENGINEER to OWNER within 30 days after the date of such decision, and a formal proceeding



is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

3. If OWNER does not render a formal decision in writing within the time stated in Article 11.F.2, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
4. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this Article 11.F.

#### **G. Mediation**

1. All disputes between ENGINEER and OWNER shall be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute. Mediation shall commence within sixty (60) days of receipt of notice. The mediator shall be appointed by agreement of the parties. Failing such agreement, the mediator shall be appointed by reference to a Circuit Judge serving in the County of Saint Charles, Missouri. No action or suit between the parties may commence unless:
  - a. The parties fail to hold a mediation within ninety (90) days after service of the written notice as required above;
  - b. A mediation occurred but did not resolve the dispute; or
  - c. A statute of limitation would elapse if suit was not filed.

#### **H. Alien Registration, Compliance and Enforcement**

1. Definitions - as used in this section, the following terms shall have the following meanings:
  - A. "Business entity", any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo;
  - B. "Contractor", a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity;
  - C. "Employee", any person performing work or service of any kind or character for hire within the state of Missouri;
  - D. "Employer", any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of this section;
  - E. "Employment", the act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri;
  - F. "Federal work authorization program", any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603;
  - G. "Knowingly", a person acts knowingly or with knowledge,
  - H. With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

- I. With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result;
  - J. "Municipality", the City of O'Fallon, Missouri.
  - K. "Public employer", every department, agency, or instrumentality of the state of Missouri or any political subdivision of the state of Missouri;
  - L. "Unauthorized alien", an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3);
  - M. "Work", any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected or due, including but not limited to all activities conducted by business entities.
2. Illegal Acts
- A. No business entity or employer may knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.
  - B. Accordingly, if the amount to be paid pursuant to this contract or grant exceeds five thousand dollars by the municipality the contracting or grant recipient business entity shall, as a condition of the award of contract or grant, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. No such business entity or employer shall violate subsection 2A of this section.
  - C. The affidavit shall be approved as to form by the municipal attorney.
  - D. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 2A of this section.
  - E. A general contractor or subcontractor of any tier shall not be liable under subsection 2A of this section when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 2A of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 2A of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
  - F. The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section.
  - G. Should the federal government discontinue or fail to authorize or implement any federal work authorization program, the municipality shall review this section for the purpose of determining whether this section is no longer applicable and should be repealed.

Accordingly, the parties have executed this Agreement in the prescribed form and manner, effective as of the day and year of the signature of the last party to execute the Agreement.

City of O' Fallon, Missouri, OWNER

BY: *MSE* DATE 08/22/2024  
City Administrator  
Michael Snowden

ATTEST:

*Bess Bacher*  
Bess Bacher - City Clerk



Lochmueller Group, Inc. ENGINEER

BY: *Scott J. Smith* Date August 13, 2024  
Scott J. Smith, P.E.  
Missouri State Director | Principal (Printed Name / Title)

ATTEST:

*Allison Mannion*

Allison Mannion, P.E., Project Manager (Printed Name / Title)



**EXHIBIT A  
SCOPE OF WORK**

**Part 1 – Scope of Services**

The Services to be provided by ENGINEER for OWNER are as follows:



## **24-101 – Sanitary Sewer Design**

**Project 1: Country Life Relief Sewer**

**Project 2: Barrington Relief Sewer**

**Project 3: Kellerman Flow Meter Study**

**City of O'Fallon, Missouri  
2024 Water & Sewer Projects**

### **SCOPE OF SERVICES**

**PREPARED BY: Lochmueller Group, Inc.  
820 S. Main Street, Suite 207  
St. Charles, Missouri 63301**

**July 29, 2024**

For the purpose of this scope, the word "CONSULTANT" shall be in reference to Lochmueller Group, Inc. (Lochmueller) and/or their subconsultants Bax Engineering, Company, (BAX) and SCI Engineering, Inc., (SCI). Scope to be performed by "Lochmueller" shall be understood to be Lochmueller Group, Inc. or their subconsultants Bax Engineering, Company, (BAX), and SCI Engineering, Inc., (SCI), as appropriate. The City of O'Fallon shall be referred to as "City". The Missouri Department of Natural Resources shall be referred to as "MDNR", or "Department". The United States Army Corps of Engineers shall be referred to as "USACE". The Missouri State Emergency management Agency shall be referred to as "SEMA". The Federal Emergency Management Agency shall be referred to as "FEMA".

#### **General Project Description:**

Lochmueller has been tasked by the City of O'Fallon to prepare the scope of services for the 2024 Water and Sewer Projects, 24-101 – Sanitary Sewer Design Category. The projects include:

- 1) Country Life Relief Sewer – project to design a relief sewer for high flow events
- 2) Barrington Relief Sewer – Project to design a relief sewer for high flow events.
- 3) Kellerman Flow Meter Study - the Kellerman flow meter is used to monitor flows from a portion of Public Water Supply District #2. The current meter does not capture the flow correctly due to the location it was installed. This project will provide design services to abandon the current location and to move the meter to a more appropriate location.

#### **Miscellaneous Design Assumptions:**

- 1) Lochmueller has assumed that the design plans, specifications, and bid documents will be prepared in accordance with the City of O'Fallon and MDNR design guidelines.
- 2) Lochmueller has assumed that the City will provide all existing design files, GIS Mapping and hydraulic models related to preparation of the preliminary and final design and construction plans for the Country Life and Barrington projects.
- 3) Lochmueller has assumed that the proposed work will be authorized for a study to investigate the flow meters around the City for the Flow Meter Study, and for design complete construction documents for Country Life and Barrington projects.
- 4) Lochmueller has assumed that topographical survey will be performed at the start of the project and geotechnical investigation will be performed after the 30% Design Complete phase at the Country Life and Barrington sites.
- 5) Lochmueller has assumed that the proposed work included in this contract will include topographical and boundary survey as well as the geotechnical investigation and report, as required to develop and permit construction plans with MDNR, USACE and applicable state and local agencies.
- 6) Lochmueller has assumed that land acquisition services (appraisals, appraisal reviews, and negotiations) are not a component of this Scope of Services. This work will be addressed in a separate land acquisition services agreement if needed.
- 7) Lochmueller has assumed that bidding support services are not a component of this scope of work and will be negotiated in a separate service agreement or amendment to this scope of work.
- 8) Lochmueller has assumed that Shop Drawing Review, Design Consultation, and Construction Engineering and Material Testing is not a component of this Scope of Services. This work will be addressed in a separate construction engineering services agreement.
- 9) Lochmueller assumes that a Floodplain Development Permit will be required to complete the work proposed for Barrington Relief Sewer and Country Life Relief Sewer.



- 10) Lochmueller also anticipates that 401/404 permitting may be required to complete the work at the Barrington Relief Sewer and Country Life Relief Sewer. Lochmueller's scope of work at the 30% phase is limited to coordination with USACE/MDNR to determine requirements to obtain permits and provide requirements and costs for mitigation. Permit acquisition services will be included with detailed design once a design option has been selected.
- 11) Permitting that requires submittal to FEMA (Federal Emergency Management Agency) or revisions to regulatory flood maps are also not anticipated at this time and not included with the scope of work for any of the projects. Lochmueller assumes that the proposed work will not result in changes to regulatory Base Flood Elevations (BFEs) or require changes to published FEMA mapping. Coordination with SEMA will also be completed to verify floodplain development requirements at the State level and any requirements and coordination needed at the federal level.

**Schedule:** It is anticipated that the work will take approximately **12 months** to complete.

**Billing Rates:** An estimate of the hours it will take to complete the proposed work is included in the attached work breakdown structure. Schedule of current Consultant billing rates are also attached for additional services requests.

A more detailed description of Lochmueller's design scope is shown below:

#### **1.0 Administration/Project Management/Meetings**

- 1.1 Lochmueller will attend a project kickoff meeting to review project scope, budget and schedule.
- 1.2 Administration for this project includes monthly preparation of invoices and progress reports and review and approval of subconsultant invoices.
- 1.3 Project Management for this project will involve general oversight of the project by the designated Project Manager whereby he/she provides weekly direction to the design staff and subconsultant. This effort also includes maintenance of project files and updating the City on project status and coordination of design issues.
- 1.4 Design Review meetings will be held in person at the 30% and 90% design phase.

#### **2.0 Data Collection and Review**

- 2.1 Data collection for this project will involve obtaining and reviewing all available existing studies and reports, GIS mapping, existing hydraulic model and report, utility information and right-of-way information.
- 2.2 Review potential utility, gas lines, creek crossings, road crossings, wetlands, and any additional conflicts.
- 2.3 Lochmueller will perform up to two (2) field trips to the project site to confirm the information obtained from the City and other verified public data information sites. This task includes advance preparation for field trips, travel time, and compilation of data gathered in field.

- 2.4 Coordinate utility, ditch, drainage, and road crossings with appropriate federal, state, and local agencies to determine permitting requirements.
- 2.5 Complete Final survey for Country Life and Barrington. Survey, if required, will not be completed for the Flow Meter Study until after the 30% Technical Memorandum and input from the City.

**3.0 Survey Scope of Work (BAX )**

- 3.1 BAX shall perform site survey with field notes and provide a full detailed topographic survey (including elevations) and digital terrain model (DTM) for the **Country Life Relief Sewer and Barrington Relief Sewer** projects, attached hereto and incorporated herein by reference. The survey area is bounded by the WHITE polygon on the attached aerial exhibit.

**The anticipated scope of this survey work is further defined as follows for Country Life Relief Sewer and Barrington Relief Sewer:**

- 3.1.1 BAX shall establish horizontal control for the project based on the North American Datum of 1983 (NAD83). Vertical control will be based on North American Vertical Datum of 1988 (NAVD88). Contours shall be mapped at 1-foot intervals throughout the project areas. BAX shall provide the coordinates and three-point ties for all control points.
- 3.1.2 BAX shall provide a sketch of the project with an approximate location and description of all site benchmarks. BAX shall also provide coordinates for each site benchmark. A minimum of two (2) benchmarks be established for the project.
- 3.1.3 BAX shall provide a boundary strip map based o Provide boundary strip map based on City and County records for the two topographic areas, as indicated by green shaded areas in (1.0), above. Locate enough property corners to closely approximate boundary lines on the survey. Include parcel information, including property owner and parcel identification number.
- 3.1.4 Provide topography sufficient to produce 1-foot contours. Topography scope to include: Obtain available utility maps, contact Missouri One Call to mark public utilities, tie down above ground/visible/marked utilities, set site benchmarks, tie down existing improvements, locate tree masses in wooded areas/individual trees in non-wooded areas, and measure sanitary/storm sewers within topographic corridors.
- 3.1.5 BAX shall obtain basement floor elevations at the 25 residences for the Barrington Relief Sewer project and 20 residents for Country Life Relief Sewer, as indicated attached survey exhibit. The City will ensure that BAX has access to said basements of residents on dates of survey. In cases where the basement floor is inaccessible, the basement sill will be located and an approximation can be made of the basement pour depth utilizing the typical pour of the surrounding residences. Appropriate notations shall be made on survey of these cases. Additional visits to site to measure said basements will require an addendum to contract.



- 3.1.6 Designated underground sanitary sewer systems shall be measured and delineated. Obtain top, flowline, pipe material, pipe size, and other relevant information for establishing the existing grades and system. Enclosed System Survey to include reaches shown in yellow highlight, in the attached survey exhibit.
- 3.1.7 BAX will coordinate a Missouri One Call locate and pick-up all below ground utilities within the project limits and identify the owner(s) of the utility. A copy of the DIGRITE, Missouri One Call design ticket shall be provided to Lochmueller. This shall include sanitary sewer lines and structures.
- 3.1.8 BAX shall provide Lochmueller with the processed topographic survey and digital terrain model (DTM) in AutoCAD Civil 3D format along with a separate point list containing the assigned point number, x, y, z information, and point description. The processed topographic survey shall conform to MSD (Metropolitan St. Louis Sewer District) line styles, symbology, and layers.
- 3.1.9 BAX shall keep a record of all sketches, 3-point ties, and miscellaneous field notes in a conventional field book and provide Lochmueller with a copy of the field notes upon completion of the survey. Point collection to be electronic field book format with a CSV file format deliverable.

#### **4.0 Geotechnical Scope of Work (SCI )**

- 4.1 SCI shall perform geotechnical services to explore the subsurface conditions and develop design and construction recommendations for the planned improvements at **Barrington Relief Sewer and Country Life Relief Sewer** projects.
  - 4.1.1 The borings will be sampled with Standard Penetration Tests (SPTs) at 2½-foot intervals in the upper 10 feet and at 5-foot intervals thereafter. Relatively undisturbed Shelby tube samples will be obtained at selected locations in lieu of the SPTs.
  - 4.1.2 The boreholes will be backfilled with bentonite slurry or grout. We assume that the owner will provide an on-site location to dispose of the soil cuttings.
  - 4.1.3 Upon completion of the field exploration, the samples will be transported to SCI's laboratory for classification and characterization.
  - 4.1.4 Up to four (4) hours of clearing are included in the scope for Country Life Relief Sewer and up to two (2) hours of clearing are included in the scope for Barrington Relief Sewer.
- 4.2 Findings and recommendations, along with supporting data, will be presented in a formal report, and will address each of the following:
  - 1) Soil, bedrock and groundwater conditions and their effect on the proposed construction.
  - 2) Identification of possible areas where deleterious materials may be encountered, including soft, high moisture content, vibration sensitive soils, their effect on construction and methods of remedial treatment.
  - 3) Identification of class of excavation.
  - 4) Identification of areas where support may be required to protect adjacent structures.
  - 5) Evaluation of on-site material for use as backfill.

- 6) Recommendations for placement and bedding of sewer pipe and anticipated problems.
- 7) Net allowable bearing pressures for sewer structures.

**SCI's scope of services includes the following assumptions :**

- 1) The City will provide site access authorization, including property owner notification and access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig.
- 2) Private utilities, which will not be marked by Missouri One Call (811), may be located near the borings. SCI assumes that the City will provide marked locations of privately owned, below-grade, utility lines within the project area, prior to mobilization of the drill rig. If the owner or their representative cannot mark the private utilities, then a private utility locate will be required. SCI can provide a private locate for a radius around the borings for the fee shown on the attached Direct Cost Summary.
- 3) A maximum of 30 feet of soil drilling is assumed for Barrington Relief Sewer. A maximum of 30 feet of soil drilling is assumed for Country Life Relief Sewer.
- 4) Fees do not include the additional cost of union operators or laborers. Should they be required by the local jurisdiction, you will be immediately advised of any additional cost.

**5.0 Kellerman Flow Meter Technical Memorandum Submittal**

- 5.1 Lochmueller will prepare the narrative and compile the attachments for the Technical Memorandum/ Design Study for the Kellerman flow meter in the City of O'Fallon.
- 5.2 It has previously been determined by the City that the Kellerman Metering Facility is needing to be relocated. For this metering facility, an alternatives analysis will be completed to investigate possible relocation locations. An evaluation will be completed to determine the area of PWSD#2 that flows to the Kellerman Flow Meter.
- 5.3 Lochmueller will coordinate with PWSD#2 (with the Kellerman Flow Meter) as well as additional stakeholders for other flow meters.
- 5.4 Coordination with MoDOT to determine if any of the sewers to the flow meters are located in MoDOT right-of-way and determine any permits that may be required.
- 5.5 Lochmueller will coordinate with flow meter manufacturers to determine feasible alternatives and develop opinions of probable cost for all alternatives.
- 5.6 One site visit is included for the Draft TM.
- 5.7 One meeting with the City to discuss the findings of Lochmueller's investigation and recommendations.

Lochmueller anticipates inclusion of the following attachments. Information prepared by subconsultants will be incorporated by Lochmueller into the submittal package:

- i. Location Map
- ii. Floodplain Map and Soil Map
- iii. Exhibits of areas flowing to each flow meter facility
- iv. Conceptual Site Layouts (GIS level detail)
- v. List of required permits and authorizing agencies
- vi. Preliminary Probable Construction Cost Opinion for each alternative



## **6.0 Final Flow Meter Technical Memorandum Submittal**

- 6.1 Incorporation of City comments will be included in the submittal for the final technical memorandum including updates to the technical memorandum, opinions of probable cost, and exhibits.
- 6.2 A final meeting will be conducted with the City to discuss final recommendations and any next steps.

## **7.0 Preliminary 30% Design Submittal**

- 7.1 Lochmueller will prepare 30% preliminary plans and cost estimates for Barrington Relief Sewer and Country Life Relief Sewer.

Lochmueller anticipates that the preliminary submittal will include a technical memo letter summarizing the design including the following attachments, plans and cost estimates. Information prepared by subconsultants will be incorporated by Lochmueller into the submittal package:

- i. Cover Sheet with Location Map
- ii. Floodplain Map and Soil Map
- iii. Proposed Site and Piping Plan
- iv. List of required permits and authorizing agencies
- v. Preliminary Probable Construction Cost Opinion
- vi. Topographic Survey (By Others – BAX)

- 7.2 Lochmueller will verify the existing hydraulic model and model the proposed scenarios to verify hydraulics.
- 7.3 The Consultant will obtain and compile project photographs for inclusion in the 30% Preliminary Submittal.

## **8.0 90% Plans, Specifications, and Estimates for the Country Life and Barrington Sanitary relief Projects**

- 8.1 Lochmueller will complete detailed construction documents with design complete review at the 90% phase for Barrington Relief Sewer and Country Life Relief Sewer.
  - 8.1.1 Lochmueller will submit a complete set of plans to the City of O'Fallon, utility companies and other jurisdictional agencies for plan review to determine special design provisions and confirm any utility conflicts with design options to minimize utility conflicts.
  - 8.1.2 Lochmueller will submit project specifications prepared per the City and DNR guidelines and will use the Construction Specifications Institute (CSI) Master Format.
  - 8.1.3 Lochmueller will address comments plan review comments with regards to constructability, City, agency, and utility requirements at each submittal phase.
  - 8.1.4 Lochmueller will revise and resubmit any reports or calculations that have changed because of revisions or modifications to the specifications or drawings.

- 8.1.5 Lochmueller revise and resubmit cost estimates that have changed because of revisions or modifications to the specifications or drawings.
- 8.1.6 Lochmueller assumes one round of review at each submittal phase, to be addressed and submitted with the next scheduled submittal.
- 8.1.7 Submittal to the Missouri Department of Natural Resources, where needed will be completed at the 90% design phase.

**9.0 100% Final Plans, Specifications, and Estimates for the Country Life and Barrington Sanitary relief Projects**

- 9.1 Lochmueller will complete 100% final, Issue For Bid construction documents.
  - 9.1.1 Lochmueller will prepare Final Probable Construction Cost Opinion
  - 9.1.2 Lochmueller will prepare Final plans and specifications.
  - 9.1.3 Lochmueller will provide the City with two (2) copies of final plans and specifications. All reports and calculations shall be signed and sealed by the appropriate responsible professional.
  - 9.1.4 Lochmueller shall prepare construction drawings for the Country Life Relief Sewer and Barrington Relief Sewer using Autodesk AutoCAD Civil 3D software. The plan set, shall include the following:
    - i. Cover Sheet
    - ii. Index of Sheets and General Notes
    - iii. Plan and Profile Plans
    - iv. Details as required

**10.0 Utility Coordination**

- 10.1 Lochmueller's utility coordination efforts will include distribution (by email or certified mail if required) of preliminary and pre-final plans to utility companies with facilities within the project limits and plotting any obtained data in the existing topography
- 10.2 Lochmueller will review and identify anticipated utility conflicts as a result of the proposed improvements and coordinate with those affected utility companies regarding anticipated utility relocation costs and schedule for relocation. Lochmueller has assumed that the utility owner will be responsible for design and relocation of their facilities.

**11.0 Project Meetings**

- 11.1 Lochmueller will attend up to three (3) in person design review project meetings with City staff to discuss status and design issues. This effort includes meeting preparation time (agenda, handouts, etc.), attendance at the meeting, and preparation of meeting minutes.



**12.0 QA/QC**

12.1 This effort is for implementation and documentation of the Lochmueller's Quality Control plan. Lochmueller will complete internal QAQC of all deliverables at each submittal phase.

**13.0 Additional Services not included with this contract unless otherwise directed by the City for Additional Fee**

- 1) Bidding support services
- 2) Construction support services
- 3) Traffic Control Plans
- 4) Construction Sequence Phasing Plans
- 5) Preparation of any documentation and/or supporting materials related to Federal, State, Local, and Utility based incentives programs.
- 6) Responsibility for uncovering and correcting existing asbestos or other hazardous materials.
- 7) Owner initiated changes to previously approved documents.
- 8) Analysis, evaluation, or redesign for Owner requested value engineering.

**EXHIBIT B  
TERMS AND CONDITIONS**



**EXHIBIT B**  
**FEE CALCULATIONS: WORK BREAKDOWN STRUCTURE**  
 Lochmueller Group

Estimate By: AAM	Project: 24-101 Sanitary Sewer Design	Client: City of O'Fallon, MO
Estimate Date: 29-Jul-24	Project #: 524-0045	Owner: City of O'Fallon, MO
Project Type: DESIGN/BID/BUILD	<b>Flow Meter Study</b>	
<b>Total NTE Fee: \$49,884</b>		

Task	Principal \$275	Proj. Mgr \$230	Proj. Eng. III \$182	Proj. Eng. II \$165	Eng. Tech. II \$142	Total Hours	Hourly Labor
<b>Project Management and Administration</b>							<b>\$3,647</b>
Kickoff Meeting		2	2	1		5	\$989
Invoices and Progress Reports	1	2	2			5	\$1,099
Project Oversight by PM	1	4	2			7	\$1,559
<b>Data Collection and Review</b>							<b>\$6,590</b>
Obtain and Review Existing Data		4		8		12	\$2,240
Review Potential Utility Crossings and Environmental Conflicts		1		6	6	13	\$2,072
Onsite Engineering Field Visit to Review Existing Data (1 -Trip)			4	4		8	\$1,388
Coordinate w/ federal/state/local agencies for permit requirements		1		4		5	\$890
<b>Draft Technical Memorandum</b>							<b>\$34,508</b>
Draft Technical Memorandum		4	12	24		40	\$7,064
Flow Meter Investigation			8	8		16	\$2,776
Alternatives Location Analysis for Kellerman Relocation			4	16		20	\$3,368
Exhibits			8	16		24	\$4,096
Client Coordination			8	8		16	\$2,776
PWSD#2 Coordination			8	8		16	\$2,776
MoDOT ROW Coordination				4		4	\$660
Coordinating with flow meter manufacturers			6	6		12	\$2,082
Cost Estimates			8	8		16	\$2,776
Site Investigation (1 day in field)			4	4		8	\$1,388
Quality Control		8				8	\$1,840
Client Meeting - Draft TM Review Meeting		2	4	2		8	\$1,518
Compile & Submit Draft TM			4	4		8	\$1,388
<b>Final Technical Memorandum</b>						28	<b>\$5,064</b>
Final TM Revisions			4	4		8	\$1,388
Exhibit Updates				6		6	\$990
Cost Estimate Updates				4		4	\$660
Quality Control		4				4	\$920
Client Meeting - Final TM Review Meeting		1	1			2	\$412
Compile & Submit Final TM			2	2		4	\$694
<b>Totals</b>	<b>2</b>	<b>33</b>	<b>91</b>	<b>147</b>	<b>6</b>	<b>307</b>	<b>\$ 49,809</b>

<b>Subconsultant Costs</b>	\$	-
<b>Direct Costs (Mileage &amp; Print)</b>	\$	75
<b>Design Fee:</b>	\$	49,884

**EXHIBIT B**

**FEE CALCULATIONS: WORK BREAKDOWN STRUCTURE**

Lochmueller Group

Estimate By:	AAM
Estimate Date:	29-Jul-24
<b>Direct Costs</b>	
Printing/Copies	
Per Diem	
Lodging	
Mileage (2 Round Trips)	\$ 75
Permits (Estimated Fees)	
<b>Subtotal</b>	<b>\$ 75</b>
<b>Sub-Consultants</b>	
Electrical (R&B)	\$ -
Survey (BAX)	
Geotech (SCI)	\$ -
SUB	\$ -
<b>Total Direct Costs</b>	<b>\$ 75</b>

**Project:** 24-101 Sanitary Sewer Design  
**Project #:** 524-0045

**Client:** City of O'Fallon, MO  
**Owner:** City of O'Fallon, MO

<b>Allowances</b>	
<b>Permit Fees</b>	

Lochmueller Design & Permitting	\$ 49,809
R&B - Electrical Subconsultant	
BAX - Survey Subconsultant	
SCI - Geotechnical	
<i>Permit fees (Allowance)</i>	
	<b>\$ 49,884</b>





**EXHIBIT B**

**FEE CALCULATIONS: WORK BREAKDOWN STRUCTURE**

Lochmueller Group

Estimate By: AAM	<b>Project:</b> 24-101 Sanitary Sewer Design	<b>Client:</b> City of O'Fallon, MO
Estimate Date: 17-Jul-24	<b>Project #:</b> 524-0045	<b>Owner:</b> City of O'Fallon, MO
<b>100% Design - Issue for Bid Documents</b>		
Cover Sheet		\$11,840
Plan and Profiles		\$142
Cost Estimates		\$3,330
Client Meetings (Public Works Advisory Committee & Council (One (1) Each))		\$2,708
Specs		\$694
Quality Control		\$3,436
Issuo IFB Documents		\$1,530
<b>Totals</b>	<b>2 39 108 192 87 628</b>	<b>\$ 72,797</b>

<b>Subconsultant Costs</b>	<b>\$ 16,684</b>
<b>Direct Costs (Mileage &amp; Print)</b>	<b>\$ 33</b>
<b>Design Fee:</b>	<b>\$ 89,514</b>
<b>Allowances</b>	
Pemit Fees	\$ 500

<b>Direct Costs</b>	
Printing/Copies	
Per Diem	
Lodging	
Mileage (2 Round Trips)	\$ 33
Permits (Estimated Fees)	\$ 500
<b>Subtotal</b>	<b>\$ 533</b>
<b>Sub-Consultants</b>	
Survey (BAX)	\$ 11,434
Geotech (SCI)	\$ 5,250
<b>SUB</b>	<b>\$ 16,684</b>
<b>Total Direct Costs</b>	<b>\$ 17,217</b>

<b>Summary of Engineering Design Fees</b>	
Lochmueller Design & Permitting	\$ 72,797
BAX - Survey Subconsultant	\$ 11,434
SCI - Geotechnical	\$ 5,250
Permit fees (Allowance)	
	\$ 89,514

**EXHIBIT B**

**FEE CALCULATIONS: WORK BREAKDOWN STRUCTURE**  
Lochmueller Group

Estimate By: AAM	<b>Project:</b> 24-101 Sanitary Sewer Design	<b>Client:</b> City of O'Fallon, MO
Estimate Date: 17-Jul-24	<b>Project #:</b> 524-0045	<b>Owner:</b> City of O'Fallon, MO
Project Type: DESIGN/BID/BUILD	<b>Country Life Relief Sewer</b>	
<b>Total NTE Fee: \$92,009</b>		

Task	Principal \$275	Proj. Mgr \$230	Proj. Eng. III \$182	Proj. Eng. II \$165	Eng. Tech. II \$142	Total Hours	Hourly Labor
<b>Project Management and Administration</b>						15	<b>\$3,119</b>
Kickoff Meeting & Site Visit		2		2		4	\$790
Invoices and Progress Reports	1	1	2	3		7	\$1,364
Project Oversight by PM	1	3				4	\$965
<b>Data Collection and Review</b>						39	<b>\$6,660</b>
Obtain and Review Existing Data		4		8		12	\$2,240
Review Potential Utility Crossings and Environmental Conflicts		1		6	6	13	\$2,072
Onsite Engineering Field Visit to Review Existing Data (1 -Trips)		1		4	4	9	\$1,458
Coordinate w/ federal/state/local agencies for permit requirements		1		4		5	\$890
<b>30% Design - Draft Documents</b>						166	<b>\$28,187</b>
Cover Sheet					1	1	\$142
Plan and Profile			4	12	24	40	\$6,116
Site Survey Review			2		2	4	\$648
Permit Requirements, Initial Assessment & Agency coordination				1		1	\$165
Run Existing Model and Alternatives			40	24		64	\$11,240
Utility Conflict Evaluation				4		4	\$660
Cost Estimates			8	8		16	\$2,776
Sub Coordination			2			2	\$364
Client Meeting		1		4		5	\$890
TM Letter		1		8	8	17	\$2,686
Quality Control		8				8	\$1,840
Compile & Submit Design Study/ 30 % Plans				4		4	\$660
Survey _ Country Life (By Others BAX)							\$12,336
							<i>See Attached ManHour Estimates for Details</i>
<b>90% Design - Final Documents</b>						123	<b>\$20,846</b>
Cover Sheet					1	1	\$142
Plan and Profiles			2	6	24	32	\$4,762
Cost Estimates			4	16		20	\$3,368
Sub Coordination				2		2	\$330
Client Meeting		2	2			4	\$824
Specs			16	24		40	\$6,872
Quality Control		8				8	\$1,840
401/404 Permit Coordination and Acquisition				8		8	\$1,320
Compile & Submit 90% Construction Plans			4	4		8	\$1,388
Geotechnical Investigation _ Country Life (SCI)							\$7,250
							<i>See Attached ManHour Estimates for Details</i>

**EXHIBIT B**  
**FEE CALCULATIONS: WORK BREAKDOWN STRUCTURE**  
 Lochmueller Group

Estimate By: AAM	<b>Project:</b> 24-101 Sanitary Sewer Design	<b>Client:</b> City of O'Fallon, MO
Estimate Date: 17-Jul-24	<b>Project #:</b> 524-0045	<b>Owner:</b> City of O'Fallon, MO
<b>100% Design - Issue for Bid Documents</b>		<b>\$13,078</b>
Cover Sheet		\$142
Plan and Profiles	4	\$3,330
Cost Estimates	4	\$2,708
Client Meetings	2	\$694
Specs	8	\$3,436
Quality Control	6	\$1,380
Issue IFB Documents	4	\$1,388
<b>Totals</b>	<b>2</b>	<b>\$ 71,890</b>

<b>Subconsultant Costs</b>	<b>\$ 19,586</b>
<b>Direct Costs (Mileage &amp; Print)</b>	<b>\$ 33</b>
<b>Design Fee:</b>	<b>\$ 91,509</b>
<b>Allowances</b>	
<b>Permit Fees</b>	<b>\$ 500</b>

<b>Direct Costs</b>	
Printing/Copies	
Per Diem	
Lodging	
Mileage (2 Round Trips)	\$ 33
Permits (Estimated Fees)	\$ 500
<b>Subtotal</b>	<b>\$ 533</b>
<b>Sub-Consultants</b>	
Survey (BAX)	\$ 12,336
Geotech (SCI)	\$ 7,250
<b>SUB</b>	<b>\$ 19,586</b>
<b>Total Direct Costs</b>	<b>\$ 20,119</b>

<b>Summary of Engineering Design Fees</b>	
Lochmueller Design & Permitting	\$ 71,890
BAX - Survey Subconsultant	\$ 12,336
SCI - Geotechnical	\$ 7,250
Permit fees (Allowance)	
	\$ 91,509



**City of O'Fallon Project 24-101 – Sanitary Sewer Design  
Area 2 - Barrington Relief Sewer**

**BAX Project 24-19273**

**Surveying Scope of Services**

The purpose of the following scope of services is for the preparation of a boundary and topographic survey strip map, measurement of specified sewers manholes, and the measurement of specified basement floor elevations within the "Copperfield" and "Schrader Farm Estates" subdivisions. This information is to be utilized for engineering design plans. Said design plans are to be used for a relief sewer for high flow events. The area of project is contained within the location map below.

**Location Map**



## City of O'Fallon Project 24-101 – Sanitary Sewer Design Area 2 - Barrington Relief Sewer

The project site consists an area of 120 feet wide topographic corridor, the measurement of several reaches of sanitary sewer, and the gathering of basement floor elevations for 25 residential structures.

### 1.0 120 feet Wide Topographic Corridor (shown in green areas below)



#### 1.1 Boundary Data

Provide boundary strip map based on City and County records for the two topographic areas, as indicated by green shaded areas in (1.0), above. Locate enough property corners to closely approximate boundary lines on the survey. Include parcel information, including property owner and parcel identification number.

#### 1.2 Topographic Survey

Provide topography sufficient to produce 1-foot contours. Topography scope to include: Obtain available utility maps, contact Missouri One Call to mark public utilities, tie down above ground/visible/marked utilities, set site benchmarks, tie down existing improvements, locate tree masses in wooded areas/individual trees in non-wooded areas, and measure sanitary/storm sewers within topographic corridors. Topographic surveying limits are indicated as the green shaded area in (1.0), above.



### 1.3 Horizontal and Vertical Control

Establish survey control using existing available reference control monuments and place site control points and benchmarks for use during construction. Horizontal datum shall be the Missouri Coordinate System of 1983 (East Zone). Vertical datum shall tie into MoDOT's Virtual Reference System (VRS) and utilize NAVD 88 as a vertical datum.

### 2.0 Measure Basement elevation at 25 Residences (shown in red area below)



### 2.1 Obtain Basement Floor Elevations

Bax shall obtain basement floor elevations at the 25 residences, as indicated in the red shaded area above. Lochmueller will ensure that Bax has access to said basements of residents on dates of survey. ***In cases where the basement floor is inaccessible, the basement sill will be located and an approximation can be made of the basement pour depth utilizing the typical pour of the surrounding residences. Appropriate notations shall be made on survey of these cases.*** Additional visits to site to measure said basements will require an addendum to contract.





**City of O'Fallon Project 24-101 – Sanitary Sewer Design  
Area 1 - Country Life Relief Sewer**

**BAX Project 24-19273**

**Surveying Scope of Services**

The purpose of the following scope of services is for the preparation of a boundary and topographic survey strip map, measurement of specified sewers manholes, and the measurement of specified basement floor elevations within the “Country Life” and “Wabash Woods” subdivisions. This information is to be utilized for engineering design plans. Said design plans are to be used for a relief sewer for high flow events. The area of project is contained within the location map below.

**Location Map**

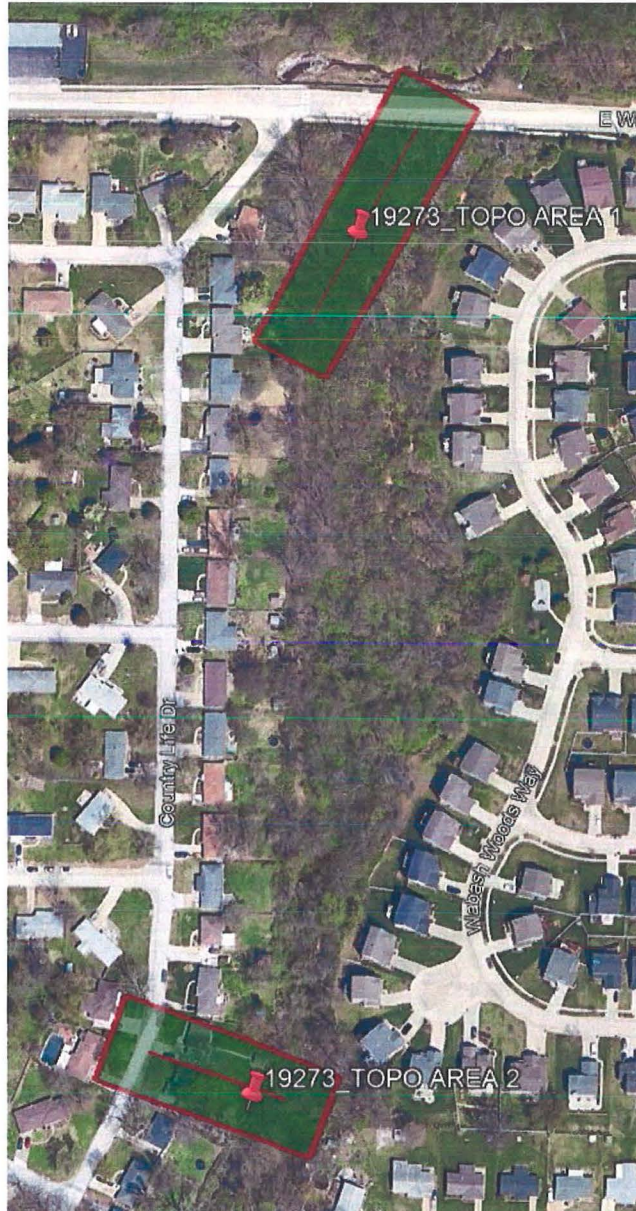




## City of O'Fallon Project 24-101 – Sanitary Sewer Design Area 1 - Country Life Relief Sewer

The project site consists of two areas of 120 feet wide topographic corridor, the measurement of several reaches of sanitary sewer, and the gathering of basement floor elevations for 20 residential structures.

### 1.0 Two Areas of 120 feet Wide Topographic Corridor (shown in green areas below)



### 1.1 Boundary Data

Provide boundary strip map based on City and County records for the two topographic areas, as indicated by green shaded areas in (1.0), above. Locate enough property corners to closely approximate boundary lines on the survey. Include parcel information, including property owner and parcel identification number.



## 1.2 Topographic Survey

Provide topography sufficient to produce 1-foot contours. Topography scope to include: Obtain available utility maps, contact Missouri One Call to mark public utilities, tie down above ground/visible/marked utilities, set site benchmarks, tie down existing improvements, locate tree masses in wooded areas/individual trees in non-wooded areas, and measure sanitary/storm sewers within topographic corridors. Topographic surveying limits are indicated as the green shaded area in (1.0), above.

## 1.3 Horizontal and Vertical Control

Establish survey control using existing available reference control monuments and place site control points and benchmarks for use during construction. Horizontal datum shall be the Missouri Coordinate System of 1983 (East Zone). Vertical datum shall tie into MoDOT's Virtual Reference System (VRS) and utilize NAVD 88 as a vertical datum.

## 2.0 Measure Basement elevation at 20 Residences (shown in red area below)



## 2.1 Obtain Basement Floor Elevations

Bax shall obtain basement floor elevations at the 20 residences, as indicated in the red shaded area above. Lochmueller will ensure that Bax has access to said basements of residents on dates of survey. ***In cases where the basement floor is inaccessible, the basement sill will be located and an approximation can be made of the basement pour depth utilizing the typical pour of the surrounding residences. Appropriate notations shall be made on survey of these cases.*** Additional visits to site to measure said basements will require an addendum to contract.

### 3.0 Enclosed Sanitary System Survey (shown highlighted below)



3.1 Designated underground sanitary sewer systems shall be measured and delineated. Obtain top, flowline, pipe material, pipe size, and other relevant information for establishing the existing grades and system. Enclosed System Survey to include reaches shown in yellow highlight, above.

### 4.0 Deliverables

- a. Topographic and survey strip map in AutoCAD Civil 3D (2022 file format) with existing 3D ground surface, existing improvements, property lines and project control points.
- b. Strip Map cover sheet in PDF format, signed and sealed by Missouri PLS





**SCI ENGINEERING, INC.**

**EARTH • SCIENCE • SOLUTIONS**

GEOTECHNICAL  
ENVIRONMENTAL  
NATURAL RESOURCES  
CULTURAL RESOURCES  
CONSTRUCTION SERVICES

July 19, 2024

Allison Mannion, P.E.  
Lochmueller Group  
820 S Main Street, Suite 207  
St. Charles, Missouri 63301

RE: Geotechnical Exploration Proposal  
Country Life Sanitary Relief  
O'Fallon, Missouri  
SCI No. 2024-1310.10, .G0

Dear Allison Mannion:

At your request, SCI Engineering, Inc. (SCI) is providing this Geotechnical Exploration proposal for the referenced project. The purpose of our geotechnical services will be to explore the subsurface conditions to provide recommendations for the earth-related portions of the project.

## **PROJECT DESCRIPTION**

A sanitary sewer relief project is planned for Country Life Drive in the City of O'Fallon, Missouri. The site consists of single-family residential lots bisected in the central portion by a heavily wooded area trending north-south. The site topography slopes from the north downwards to the south with approximately 40 feet of relief.

Based on the client provided *Country Life Relief Sewer Conceptual Plan*, the proposed alignment would consist of two 8-inch sanitary sewers located in the northern and southern portions of the site. The northern alignment will trend southwest-northeast with a length of 320 linear feet (lf) and the southern alignment will trend west-east with a length of 200 lf.

## **SCOPE OF SERVICES**

### **Geotechnical Services**

We will explore the subsurface conditions by drilling the requested four Soil Test Boring (STBs). Due to the wooded nature of the sites and tight access we will use a skid-steer mounted drilling rig. We will locate the borings in the field, by measuring from existing site and topographic features; and interpolate surface elevations at the boring locations using the most recent topographic plan made available to us. If more accurate data are required, we recommend that you survey the boring locations and provide surface elevations.

Clearing of trees may be required to access the boring locations and we've included up to four hours of skid-steer clearing, if needed.

We will then explore the subsurface conditions by drilling four borings to a depth of 15 feet unless auger refusal terminates drilling at a shallower depth. Standard Penetration Test (SPT) sampling will be performed on 2½ -foot intervals. The boreholes will be backfilled with soil cuttings.



Our findings and recommendations, along with supporting data, will be presented in a letter report, which will address each of the following:

- Soil, bedrock, and groundwater conditions and their effect on the proposed construction.
- Identification of possible areas where deleterious materials may be encountered, including soft, high moisture content, vibration sensitive soils, their effect on construction, and methods of remedial treatment.
- Identification of classes of excavation.
- Identification of areas where support may be required to protect adjacent structures.
- Evaluation of on-site material for use as backfill.
- Placement and bedding of sewer pipe.
- Allowable bearing pressures for sewer structures.

**Private Utility Locate (if needed)**

Private utilities, which will not be marked by Missouri One Call (811), may be present near the proposed boring locations. A private utility locate may be required if the Owner cannot mark the location of these utilities or provide plans showing their location. SCI can provide a private utility locate for the fee in Table 1. The private utility locate fee includes scanning the area within a perimeter around each test location and marking identified underground features with spray paint or flags. No other documentation is included in the fee. If the locations of identified underground features are required, we recommend that the project surveyor be retained to document the locations.

**COST AND SCHEDULE**

We will provide the geotechnical services for the project as detailed above for the fees shown in Table 1.

**Table 1 – Services, Fees, and Estimated Timeframes**

Service	Fee (\$)	Estimated Timeframe
Geotechnical Exploration and Letter Report	7,250.00	Drilling within four weeks from authorization. One day of drilling anticipated. Preliminary findings within three days after drilling. Letter report issuance within three weeks after drilling.
Private Utility Locate (if necessary)	1,500.00	Prior to drilling fieldwork.

You will be invoiced for these fees upon project completion and payment is due upon receipt of the invoice. To facilitate prompt payment, SCI accepts Visa and MasterCard in addition to normal payment methods. If you wish to pay via credit card, please contact the undersigned for specific instructions.

Our estimated schedule assumes SCI personnel will be allowed access to the site and structure within five working days from formal authorization.

### Conditions and Considerations

- The above fee is based on a maximum of 60 feet of soil drilling. If the encountered subsurface conditions indicate that more than the planned total of borings would be beneficial, and you authorize additional exploration, it would be provided for \$40.00 per foot. Our fees do not include the additional cost of union operators or laborers. Should they be required by the local jurisdiction, you will be immediately advised of any additional cost.
- It should be noted, the rubber-tracked rig may leave marks within paved areas and small ruts within the yards. To minimize damage to the existing yards, it is recommended that existing irrigation systems, if present, be turned off a few days prior to drilling. SCI can notify you of the planned drill rig access path(s) once we have staked the boring locations, if requested. We have not included site restoration in our scope.
- Our proposal assumes the City will waive the right-of-way permit requirement or fee. If this is not the case, the fee will become a reimbursable expense.
- **This proposal assumes that the site access authorization will be provided by others, including notification of property owners.** SCI will aid in preparation of a notification letter for distribution by others, if necessary.
- This proposal assumes that you will provide site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig. No grading or other removal of site obstacles, has been included in this proposal. It also assumes that you will provide marked locations of privately owned below-grade utility lines within the project area prior to mobilization of the drill rig. **SCI can provide a private utility locate for the additional fee shown in Table 1.**
- We routinely contact the Missouri One-Call system to have the locations of public utilities marked; however, we will only be responsible for utilities brought to our attention prior to drilling.
- SCI performs the subsurface utility locating services using geophysical tools in general accordance with the Standard Guideline for Investigating and Documenting Existing Utilities (ASCE/UES/CI 38-22), and in general accordance with the standard of care and the accepted industry principals. However, SCI cannot and does not guarantee the accuracy of the utility locations reported for the following reasons. The geophysical methods are non-invasive and have limitations. The effectiveness of the geophysical instruments used for subsurface utility locating depends on multiple factors such as, but not limited, to utility size, depth, condition, composition (e.g., metal, PVC), congestion, general site conditions (clayey soils, reinforced concrete, subsurface material moisture content), overhead power lines and access to exposed utilities. Not all utilities present within a survey area may be imaged due to these limitations. Some utilities, such as non-metal (e.g., clay and plastics) pipes and fiber optic cables without tracer wires, may not be imaged by the geophysical tools.
- Our fee, which is valid for up to 30 days from the date of this proposal, does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our report, such as attendance at project meetings; subsequent consultation; or review, signing, and sealing of project plans. Such services will be provided in accordance with the enclosed *Acceptance of Proposal for Professional Services*, and billed at our then-current hourly rates, or as otherwise agreed.

## AUTHORIZATION

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed *General Terms and Conditions* will also apply to any future services you authorize for this project.

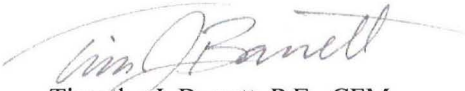
We appreciate the opportunity to be of service to you on this project. Please call if you have any questions, if you would like to discuss the above scope or schedule in any way.

Respectfully,

**SCI ENGINEERING, INC.**



James R. Meyer, P.E.  
Staff Engineer



Timothy J. Barrett, P.E., CFM  
Geotechnical Services Manager

JRM/EVT/TJB/hgs

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

**ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES**

Project Name: Country Life Sanitary Relief – Geotechnical Services

Project Number: 2024-1310.10, .G0 / JRM, EVT

Date: July 19, 2024

Fee: Please indicate your selection by placing a check mark in the appropriate box below:

Geotechnical Exploration and Letter Report	\$7,250.00 <input type="checkbox"/>
Private Utility Locate (if necessary)	\$1,500.00 <input type="checkbox"/>

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 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.



## Important Information about This

# Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

### Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

### Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

### Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

### **Realize That Geoenvironmental Issues Have Not Been Covered**

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project *is not* a mold prevention consultant; *none of the services being offered have been designed or proposed for the purpose of mold prevention.*

### **Have the Geotechnical Engineer Work with Other Design Professionals and Constructors**

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.



### **Read Responsibility Provisions Closely**

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Rely on Your Geotechnical Engineer for Additional Assistance**

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910  
Telephone: 301/565-2733 Facsimile: 301/589-2017  
e-mail: [info@geoprofessional.org](mailto:info@geoprofessional.org) [www.geoprofessional.org](http://www.geoprofessional.org)

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**SCI ENGINEERING, INC.**

**EARTH • SCIENCE • SOLUTIONS**

GEOTECHNICAL  
ENVIRONMENTAL  
NATURAL RESOURCES  
CULTURAL RESOURCES  
CONSTRUCTION SERVICES

July 19, 2024

Allison Mannion, P.E.  
Lochmueller Group  
820 South Main Street, Suite 207  
St. Charles, Missouri 63301

RE: Geotechnical Exploration Proposal  
Barrington Sanitary Relief  
O'Fallon, Missouri  
SCI No. 2024-1311.10, .G0

Dear Allison Mannion:

At your request, SCI Engineering, Inc. (SCI) is providing this Geotechnical Exploration proposal for the referenced project. The purpose of our geotechnical services will be to explore the subsurface conditions to provide recommendations for the earth-related portions of the project .

## **PROJECT DESCRIPTION**

A sanitary sewer relief project is planned for Barrington Drive in the City of O'Fallon, Missouri. The site consists of single-family residential lots in the western portion, a heavily wooded area in the northeastern portion, and an undeveloped, grass covered field in the southeastern portion. The proposed alignment will be just south of Belleau Creek. The site topography slopes from the southwest downwards to the northeast with approximately 17 feet of relief.

Based on the client provided *Barrington Relief Sewer Conceptual Plan*, the proposed alignment would consist of a 12-inch sanitary sewer with a length of 470 linear feet (lf). The sanitary sewer would flow from the west (Flow Line (FL) 473.2) downwards to the east (FL 463.0) with approximately 9.8 feet of relief.

## **SCOPE OF SERVICES**

### **Geotechnical Services**

We will explore the subsurface conditions by drilling the requested two Soil Test Borings (STBs). Due to the wooded nature of the sites and tight access we will use a skid-steer mounted drilling rig. We will locate the borings in the field, by measuring from existing site and topographic features; and interpolate surface elevations at the boring locations using the most recent topographic plan made available to us. If more accurate data are required, we recommend that you survey the boring locations and provide surface elevations.

Clearing of trees may be required to access the boring locations. We've included two hours of clearing with a skid steer, if needed.

We will then explore the subsurface conditions by drilling two borings to a depth of 15 feet, unless auger refusal terminates drilling at a shallower depth. Standard Penetration Test (SPT) sampling will be performed on 2½ -foot intervals. The boreholes will be backfilled with soil cuttings.

Our findings and recommendations, along with supporting data, will be presented in a letter report, which will address each of the following:

- Soil, bedrock, and groundwater conditions and their effect on the proposed construction.
- Identification of possible areas where deleterious materials may be encountered, including soft, high moisture content, vibration sensitive soils, their effect on construction, and methods of remedial treatment.
- Identification of classes of excavation.
- Identification of areas where support may be required to protect adjacent structures.
- Evaluation of on-site material for use as backfill.
- Placement and bedding of sewer pipe.
- Allowable bearing pressures for sewer structures.

**Private Utility Locate (if needed)**

Private utilities, which will not be marked by Missouri One Call (811), may be present near the proposed boring locations. A private utility locate may be required if the Owner cannot mark the location of these utilities or provide plans showing their location. SCI can provide a private utility locate for the fee in Table 1. The private utility locate fee includes scanning the area within a perimeter around each test location and marking identified underground features with spray paint or flags. No other documentation is included in the fee. If the locations of identified underground features are required, we recommend that the project surveyor be retained to document the locations.

**COST AND SCHEDULE**

We will provide the geotechnical services for the project as detailed above for the fees shown in Table 1.

**Table 1 – Services, Fees, and Estimated Timeframes**

Service	Fee (\$)	Estimated Timeframe
Geotechnical Exploration and Report	5,250.00	Drilling within four weeks from authorization. One day of drilling anticipated. Preliminary findings within three days after drilling. Letter report issuance within three weeks after drilling.
Private Utility Locate (if necessary)	1,050.00	Prior to drilling fieldwork.

You will be invoiced for these fees upon project completion and payment is due upon receipt of the invoice. To facilitate prompt payment, SCI accepts Visa and MasterCard in addition to normal payment methods. If you wish to pay via credit card, please contact the undersigned for specific instructions.

Our estimated schedule assumes SCI personnel will be allowed access to the site and structure within five working days from formal authorization.



### Conditions and Considerations

- The above fee is based on a maximum of 30 feet of soil drilling. If the encountered subsurface conditions indicate that more than the planned total of borings would be beneficial, and you authorize additional exploration, it would be provided for \$40.00 per foot. Our fees do not include the additional cost of union operators or laborers. Should they be required by the local jurisdiction, you will be immediately advised of any additional cost.
- It should be noted, the rubber-tracked rig may leave marks within paved areas and small ruts within the yards. To minimize damage to the existing yards, it is recommended that existing irrigation systems, if present, be turned off a few days prior to drilling. SCI can notify you of the planned drill rig access path(s) once we have staked the boring locations, if requested. We have not included site restoration in our scope.
- Our proposal assumes the City will waive the right-of-way permit requirement or fee. If this is not the case, the fee will become a reimbursable expense.
- **This proposal assumes that the site access authorization will be provided by others, including notification of property owners.** SCI will aid in preparation of a notification letter for distribution by others, if necessary.
- This proposal assumes that you will provide site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig. No grading or other removal of site obstacles, has been included in this proposal. It also assumes that you will provide marked locations of privately owned, below-grade utility lines within the project area prior to mobilization of the drill rig. **SCI can provide a private utility locate for the additional fee shown in Table 1.**
- We routinely contact the Missouri One-Call system to have the locations of public utilities marked; however, we will only be responsible for utilities brought to our attention prior to drilling.
- SCI performs the subsurface utility locating services using geophysical tools in general accordance with the Standard Guideline for Investigating and Documenting Existing Utilities (ASCE/UES/CI 38-22), and in general accordance with the standard of care and the accepted industry principals. However, SCI cannot and does not guarantee the accuracy of the utility locations reported for the following reasons. The geophysical methods are non-invasive and have limitations. The effectiveness of the geophysical instruments used for subsurface utility locating depends on multiple factors such as, but not limited, to utility size, depth, condition, composition (e.g., metal, PVC), congestion, general site conditions (clayey soils, reinforced concrete, subsurface material moisture content), overhead power lines and access to exposed utilities. Not all utilities present within a survey area may be imaged due to these limitations. Some utilities, such as non-metal (e.g., clay and plastics) pipes and fiber optic cables without tracer wires, may not be imaged by the geophysical tools.
- Our fee, which is valid for up to 30 days from the date of this proposal, does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our report, such as attendance at project meetings; subsequent consultation; or review, signing, and sealing of project plans. Such services will be provided in accordance with the enclosed *Acceptance of Proposal for Professional Services*, and billed at our then-current hourly rates, or as otherwise agreed.

## AUTHORIZATION

If the work order outlined herein is acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. SCI services will be performed for the signatory of the enclosed form. Written consent must be provided by SCI should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities. The enclosed *General Terms and Conditions* will also apply to any future services you authorize for this project.

We appreciate the opportunity to be of service to you on this project. Please call if you have any questions, if you would like to discuss the above scope or schedule in any way.

Respectfully,

SCI ENGINEERING, INC.



James R. Meyer, P.E.  
Staff Engineer



Timothy J. Barrett, P.E., CFM  
Geotechnical Services Manager

JRM/EVT/TJB/hgs

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

**ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES**

Project Name: Barrington Sanitary Relief – Geotechnical Services

Project Number: 2024-1311.10, .G0 / JRM, EVT

Date: July 19, 2024

Fee: Please indicate your selection by placing a check mark in the appropriate box below:

Geotechnical Exploration and Letter Report	\$5,250.00 <input type="checkbox"/>
Private Utility Locate (if necessary)	\$1,050.00 <input type="checkbox"/>

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 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.



## Important Information about This

# Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

### Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

### Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

### Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*



is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

### **Realize That Geoenvironmental Issues Have Not Been Covered**

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; **none of the services being offered have been designed or proposed for the purpose of mold prevention.**

### **Have the Geotechnical Engineer Work with Other Design Professionals and Constructors**

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

### **Read Responsibility Provisions Closely**

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Rely on Your Geotechnical Engineer for Additional Assistance**

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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**EXHIBIT C**  
**REIMBURSEABLE EXPENSES**



411 North 10th Street, Suite 200, St. Louis, Missouri 63101  
 820 South Main Street, Suite 207, St. Charles, Missouri 63301

## 2024 HOURLY RATE SCHEDULE

### PROFESSIONAL ENGINEERING AND PLANNING SERVICES

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
Senior Project Manager III .....	\$314	Engineering Designer I .....	\$130
Senior Project Manager II .....	\$289	Environmental Specialist IV .....	\$177
Senior Project Manager I .....	\$255	Environmental Specialist III .....	\$176
Senior Engineer I .....	\$252	Environmental Specialist II .....	\$145
Project Liaison .....	\$240	Environmental Specialist I .....	\$105
Project Engineer IV .....	\$205	Environmental Technician II .....	\$109
Project Engineer III .....	\$182	Environmental Technician I .....	\$94
Project Engineer II .....	\$165	Environmental Geologist .....	\$180
Project Engineer I .....	\$159	Historian/Section 106 Specialist IV .....	\$187
Engineering Intern III .....	\$145	Historian/Section 106 Specialist III .....	\$155
Engineering Intern II .....	\$135	Historian/Section 106 Specialist II .....	\$137
Engineering Intern I .....	\$125	Historian/Section 106 Specialist I .....	\$105
Senior Landscape Architect I .....	\$245	Certified Construction Inspector II .....	\$149
Landscape Architect .....	\$140	Certified Construction Inspector I .....	\$116
Senior Trans Planner II .....	\$252	Senior Appraiser .....	\$185
Senior Trans Planner I .....	\$194	Right of Way Services Specialist .....	\$146
Planner III .....	\$150	Realty Specialist .....	\$137
Planner II .....	\$130	Senior Graphic Designer .....	\$159
Planner I .....	\$115	Administrative Assistant .....	\$101
Engineering Designer IV .....	\$211	Student Intern .....	\$84
Engineering Designer III .....	\$156	Field Technician .....	\$87
Engineering Designer II .....	\$142		

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at the allowable federal mileage reimbursement rate at the time the mileage was incurred. Direct expenses include but are not limited to: mileage, filing fees, testing costs and express mail costs, provided that they are reasonable and necessary for the accomplishment of the work. These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.



**EXHIBIT D  
OWNERS REPRESENTATIVE GUIDELINES**

*NOT USED*

**EXHIBIT E  
ENGINEERS NOTICE OF ACCEPTABILITY OF WORK**

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NOTICE OF ACCEPTABILITY OF WORK

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PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

---

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

---

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the terms and conditions set forth on the reverse side of this Notice.

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

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

Dated: \_\_\_\_\_



(Reverse side of Notice)

***CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK***

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.