

## WORK ORDER/PROPOSAL FOR PROFESSIONAL SERVICES

<b>TO:</b> City of Mitchell	<b>BROSZ PROPOSAL #:</b> NA
<b>CONTACT:</b> Joe Schroeder, PE	<b>BROSZ PROJECT #:</b> PCN 07TA
<b>ADDRESS:</b> 612 N Main Mitchell, SD 57301	<b>JOB TITLE:</b> SN 18-160-099 CE Services
<b>OFFICE:</b> (605) 995-8433	<b>JOB DESCRIPTION:</b> City of Mitchell – Construction Engineering – BIG – SN 18-160-099
<b>CELL:</b> (605) 770-8714	<b>JOB LOCATION:</b> Foster Street
<b>EMAIL:</b> jschroeder@cityofmitchell.org	

### BROSZ ENGINEERING WILL PROVIDE ENGINEERING SERVICES TO THE CLIENT AS SET FORTH BELOW:

#### Scope of Services

The complete scope of services listed on Exhibit A is included with this transmittal. The overall completion date for the Construction Engineering shall be **December 31, 2022**.

#### Compensation

The services as outlined in Exhibit A will be provided at a not to exceed fee of **\$101,280.00 for the Construction Engineering**. A breakdown of the hours and fees to complete these services is provided in Attachment B.

This work order/proposal incorporates and includes the attached General Conditions.

#### ACCEPTANCE & AUTHORITY:

**ACCEPTED:** City of Mitchell  
**SIGNATURE:** \_\_\_\_\_  
**PRINTED:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**ACCEPTED:** Brosz Engineering, Inc.  
**SIGNATURE:** \_\_\_\_\_  
**PRINTED:** Eric Prunty, PE  
**TITLE:** Project Manager  
**DATE:** \_\_\_\_\_

*Please sign, retain one copy for your records and return one copy to Brosz Engineering, Inc. for authorization to proceed.*

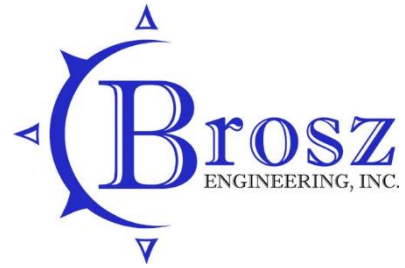


EXHIBIT A  
**SCOPE OF SERVICES FOR CONSULTANT SERVICES**

Date: 1/20/2022

**PROJECT INFORMATION**

The City of Mitchell project is a SDDOT BIG preservation project on the Foster Street bridge, Str 18-160-099. The project consists of bridge deck two coat polymer chip seal, rail upgrade, bridge approach replacement, PCC Pavement, traffic control and incidentals. Brosz Engineering is to provide construction engineering services for the project.

**SCOPE OF WORK**

Brosz Engineering, Inc. will provide the following work items for the project:

- Project Management duties include:
  - Preparing, attend and documenting Preconstruction Meeting
  - Preparing Work Progress Reports, Pay Requests, and CCO
  - Communications between Contractor and Owner
  - Coordinating staff assigned to project
- Construction Staking duties include:
  - Providing construction stakes for Contractor's use to complete the project as per the project plans
- Construction Observation duties include:
  - On-site construction observations of work performed by the Contractor. The project is assumed to be completed in 10 weeks. On-site construction observations is anticipated to be 24 hours per week for the project engineer and 40 hours per week for the engineer technician.
- Material Testing duties include:
  - Fresh concrete tests
  - Concrete compression tests
  - Aggregate gradations
- Office Computations duties include:
  - Daily diary entries documenting Contractor's work performed.
  - Documentation of as-built quantities
  - Review and approval of Contractor's submittals
- Project Closeout
  - Provide final as built documentation to the Owner & SDDOT

## General Conditions

**Total Agreement:** This Agreement (consisting of the Work Order/Proposal for Professional Engineering Services, these General Conditions, and any expressly incorporated attachments), constitutes the entire Agreement between the Client and Brosz Engineering, Inc. (Brosz) and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

### General Considerations:

- A. The standard of care for all services performed or furnished by Brosz under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Brosz makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Brosz. Subject to the foregoing standard of care, Brosz and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Brosz shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Brosz shall not be responsible for the acts or omissions of any Contractor.
- C. Any opinions of probable construction cost provided by Brosz are to be made on the basis of experience and general familiarity with the construction industry. However, because Brosz has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Brosz cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Brosz.
- D. To the fullest extent permitted by law, Client and Brosz (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Brosz's total liability to Client under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is less.
- E. This Agreement is to be governed by the law of the state in which the Project is located.

**Payment Procedures:** Invoices shall be prepared in accordance with Brosz's standard invoicing practices and will be submitted to the Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due within 30 days after receipt of invoice, the amount due will be increased at the rate of 18% per annum on the unpaid balance.

**Termination:** The obligation to continue performance under this Agreement may be terminated for convenience by the Client effective upon Brosz's receipt of written notice from Client, or for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Upon termination, Brosz will be entitled to invoice Client and to receive full payment for services performed or furnished in accordance with this Agreement incurred through the effective date of termination.

**Severability:** In the event any provision of these General Conditions, in whole or in part, is held invalid or unenforceable under applicable law, the General Conditions shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.