

WORK ORDER/PROPOSAL FOR PROFESSIONAL SERVICES

TO: <u>City of Mitchell</u>	BROSZ PROPOSAL #: _____
CONTACT: <u>Joe Schroeder, PE</u>	BROSZ PROJECT #: <u>TBD</u>
ADDRESS: <u>612 N. Main Street</u>	CLIENT PO#: _____
<u>Mitchell, SD 57301</u>	JOB TITLE: <u>Construction Engineering;</u>
OFFICE: <u>(605) 995-8433</u>	<u>9th and 5th Ave. Improv. Project</u>
CELL: <u>(605) 770-8714</u>	JOB LOCATION: <u>Mitchell, SD</u>
EMAIL: <u>jschroeder@cityofmitchell.org</u>	_____

BROSZ ENGINEERING WILL PROVIDE THE FOLLOWING 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 Construction Engineering Services on City of Mitchell 9th and 5th Avenue Street and Utility Improvements Project shall be **January 31, 2023**.

Compensation:

The services as outlined in Exhibit A will be provided and billed monthly to the Owner according to the Engineer's standard fee schedule on a time spent basis. Estimated total value for services to perform the scope of work is **\$226,500**.

If engineering services are required beyond this contract amount, Brosz Engineering will notify the client in writing and require amendment authorization prior to increasing value.

Included: General Conditions & Estimate of Fees

ACCEPTANCE & AUTHORITY:

ACCEPTED: City of Mitchell

SIGNATURE: _____

PRINTED: _____

TITLE: _____

DATE: _____

ACCEPTED: Brosz Engineering, Inc.

SIGNATURE: *Eric Prunty*

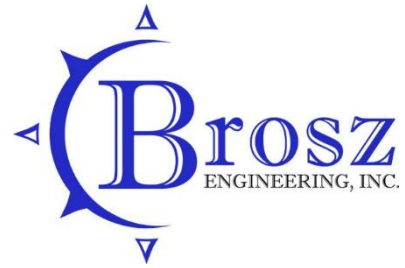
PRINTED: Eric Prunty, PE

TITLE: Senior Engineer

DATE: 03/15/2022

A: 2309 W. 50th Street, Sioux Falls, SD 57105 **P:** (605) 336-1676 **W:** broszeng.com

EXHIBIT A
SCOPE OF SERVICES FOR CONSULTANT SERVICES



Date: 03/15/2022

PROJECT INFORMATION

The City of Mitchell is requesting Brosz Engineering, Inc. to furnish construction engineering services for Street & Utility Improvements Project on 9th Avenue from Sanborn Blvd to Lawler Str and 5th Avenue from Sanborn Blvd to Main Str, Project #2021-7. Work to be completed by the project includes remove existing pavement and utilities, install storm sewer, install sanitary sewer, install water service, install curb and gutter, install sidewalks, and install asphalt surfacing. The following engineering services are included in this proposal:

SCOPE OF WORK

CONSTRUCTION ADMINISTRATION

- Assist City with the administration of contract as "Engineer." From the time of Contractor's Notice to Proceed until Ready for Final Payment, as defined by Agreement. Includes:
 - o Participate in Pre-Construction Meeting
 - o Participate in Owner / Contractor Progress Meeting(s)
 - o Draft and submit quantities to City for monthly Progress Estimate(s)
 - o Draft and submit quantities to City for monthly Pay Application(s)
 - o Submit documentation to City for Change Order(s)
 - o Participate in Substantial Completion Inspection

CONSTRUCTION INSPECTION

- Assure all Work is being completed in accordance with contract documents, plans, and specifications.
- Technician to be on-site at all times during progress, inspecting or testing.
- SWPPP; management and reporting.
- Daily Diary; record of conditions, work, progress, and performance. Includes:
 - o Instructions and discussion to Contractor
 - o Weather, special conditions, detail of personnel, and other related information
 - o Pictures
 - o Work progress
 - Diary will be provided through online platform and City provided access.
- Project inspection staff shall be certified and experienced with the following SD DOT course training:
 - o SD DOT (DAPA) AC Road Inspection
 - o SD DOT Concrete Paving
 - o SD DOT Earthworks
 - o SD DOT Erosion & Sediment Control
 - o SD DOT Structures

MATERIAL ACCEPTANCE AND TESTING

- Assure materials installed on project meet specifications.
 - o Provide certifications and testing results to City.
- Provide certified laboratory for testing of soils, aggregates, and concrete (BEI Mitchell).
- Provide material testing reports to City and Contractor on standardized forms in timely manner.
- Technicians to be certified and capable of completing testing in accordance with SD DOT Materials Manual for soils, aggregates, and concrete. Certified and experienced with the following SD DOT course training:
 - o ACI Fresh Concrete Testing
 - o SD DOT Aggregates Testing
 - o SD DOT Soils Testing
- Provide Nuclear Density Gauge testing as required (Brosz furnished equipment).

PROJECT ASSUMPTIONS

CONTRACT TIME

- Project is advertised and bid opening scheduled for March 15, 2022.
- Substantial Completion for Contract Time is October 15, 2022, and Ready For Final Payment by November 15, 2022.

SCHEDULE AND PROPOSED STAFF FOR ENGINEERING SERVICES

- Senior Advisor; as needed basis
- Construction Administration; 20 weeks
 - o Project Engineer, 18 hours / week
- Construction Inspection; 18 weeks
 - o Engineer Technician, 65 hours / week
- Material Acceptance and Testing; 15 weeks
 - o Engineer Technician, 30 hours / week

MATERIAL ACCEPTANCE TESTING INCLUDED

- Fresh concrete field tests as required
- Concrete compression strength tests as required
 - o 7, 10, and 28-day results
- Trench density testing
- Road base density testing
- Base Course density testing
- Asphalt Nuclear Gauge Density testing

OTHER

- Project plans and specifications are completed by Owner and provided to Brosz Engineering.
- Construction staking is provided by others and coordinated by Contractor.
- No special environmental investigation is included.
- No other agency reporting, or submittals are included beyond that as required by City.

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.