



## WORK ORDER/PROPOSAL FOR PROFESSIONAL SERVICES

<b>TO:</b> City of Mitchell	<b>BROSZ PROPOSAL #:</b> _____
<b>CONTACT:</b> Joe Schroeder, PE	<b>BROSZ PROJECT #:</b> _____
<b>ADDRESS:</b> 612 N. Main	<b>JOB TITLE:</b> CE Services Sanborn Blvd Phase II & III
_____	<b>JOB DESCRIPTION:</b> Construction Engineering Services for Sanborn Blvd Utility & Street Improvements Phase II & Phase III
Mitchell, SD 57301	_____
_____	Mitchell, SD
<b>OFFICE:</b> (605) 995-8435	<b>JOB LOCATION:</b> Sanborn Blvd
<b>CELL:</b> (605) 770-8714	_____
<b>EMAIL:</b> jschroeder@cityofmitchell.org	Mitchell, SD
_____	_____

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

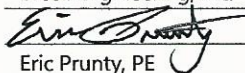
#### **Scope of Services**

The complete scope of services listed on Exhibit A is included with this transmittal. The overall completion date for the Construction Engineering Services shall be **January 1, 2021**.

#### **Compensation**

Construction Engineering services will be provided at a not to exceed fee of **\$216,760.00**. A breakdown of the hours and fees to complete these services is shown in Attachment 1.

### **ACCEPTANCE & AUTHORITY:**

<b>ACCEPTED:</b> City of Mitchell	<b>ACCEPTED:</b> Brosz Engineering, Inc.
<b>SIGNATURE:</b> _____	<b>SIGNATURE:</b> 
<b>PRINTED:</b> _____	<b>PRINTED:</b> Eric Prunty, PE
<b>TITLE:</b> _____	<b>TITLE:</b> Senior Engineer
<b>DATE:</b> _____	<b>DATE:</b> 01/16/2020

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

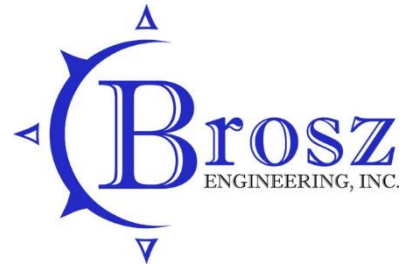


EXHIBIT A

## **SCOPE OF SERVICES FOR CONSULTANT SERVICES**

Date: January 8, 2020

### **PROJECT INFORMATION**

Materials Testing and Construction Observation Services for Sanborn Blvd Utility and Street Improvements Phase II and Phase III Project.

Brosz Engineering, Inc. will provide materials testing and construction observation services for the above referenced project. Services will include one lead field technician based on the following Scope of Work. The lead field technician shall obtain work direction and report to the City Engineer for the project. An additional Technician will also be provided if project work deems it necessary.

#### **Provide Materials Acceptance**

Brosz Engineering shall provide technician(s) capable of running tests in accordance to the Contract Specifications. All material testing shall be documented on appropriate forms and reported to the Owner.

Additional cost noted on Attachment 1 are for concrete compression cylinder strength tests. It is estimated to be \$20.00 per cylinder strength test. The quantity of concrete compression cylinder strength test will be determined on construction.

The Technician shall obtain and submit for approval all material certifications to the Owner.

#### **Provide Construction Observation**

The Technician(s) shall make inspections on the Site to check the quality and/or quantity of the work. The Technician's efforts will be to provide a greater degree of confidence that the completed work will conform generally to the Contract Documents. The Technician will keep the Owner informed of the progress of the Work and will guard Owner against defective work.

A daily diary shall be kept on the project. Diaries will be provided to the Owner.

Diaries shall contain at a minimum:

- \*Instructions given to the Contractor.
- \*Discussions with the Contractor concerning project issues.
- \*Weather conditions.
- \*Special conditions encountered.
- \*Work progress, including all Contractors or Subcontractors working on the project.
- \*Other project related information as deemed necessary for documentation.

We anticipate the project to take approximately 7 months of construction (April through October). A breakdown of these anticipated costs is shown in Attachment 1. The completion date for this work order shall be **January 1, 2021**.

Brosz Engineering will provide the following personnel based on need for the project:

- Project Manager: Will provide a project manager to coordinate engineering services as necessary to complete the project. Hours will be based on time as needed to coordinate services/personnel with the City of Mitchell.
- Lead Field Technician: Will provide an inspector/tester to assist with items on going through out the project. Hours are based on a 55 hours per week for 28 weeks.
- Field Technician: Will provide an additional inspector/tester to assist with items as deemed appropriate though out the project. Hours are based on a 55 hours per week for 14 weeks.

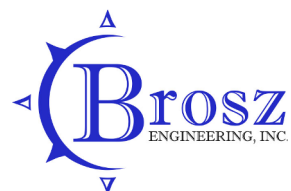
The City of Mitchell will provide to Brosz Engineering for the assistance in performing this work the following:

- Project Management personnel on the project.
- Project Plans and Specifications.
- Previous test results from Phase II

Sanborn Blvd Utility and Street Improvements Phase II and Phase III

TASK NUMBER																
	Senior Engineer I	Senior Engineer II	Engineer I	Engineer II	Engineer III	Engineer IV	Senior Engineer Tech. I	Senior Engineer Tech. II	Engineer Tech. I	Engineer Tech. II	Engineer Tech. III	Engineer Tech. IV	Survey Principal (Office)	Survey Principal (Field)	Survey Crew - One Man	Survey Crew - Two Man
<b>CM 100</b>	<b>Project Management</b>															
	Project Management															
	112															
<b>CM 200</b>	<b>Construction Staking</b>															
	Construction Staking															
<b>CM 210</b>	<b>Construction Staking Assistant</b>															
	Construction Staking															
<b>CM 230</b>	<b>Drone Survey</b>															
	Drone Survey															
<b>CM 300</b>	<b>Construction Observation</b>															
	Construction Observation Water															
								118				62				
	Construction Observation Sanitary															
								154				80				
	Construction Observation Storm															
								759				394				
	Construction Observation Street															
								19				9				
<b>CM 400</b>	<b>Material Testing</b>															
	Material Testing Water															
								35				18				
	Material Testing Sanitary															
								46				23				
	Material Testing Storm															
								224				112				
	Material Testing Street															
								5				2				
<b>CM 500</b>	<b>Office Computations</b>															
	Office Computations Water															
								16				8				
	Office Computations Sanitary															
								21				10				
	Office Computations Storm															
								101				51				
	Office Computations Street															
								2				1				
<b>CM 600</b>	<b>Project Closeout</b>															
	Project Closeout															
								40								

TOTAL HOURS					Total Direct Labor
	Senior Engineer I	Senior Engineer II	Engineer I	Engineer II	
	0 hrs @ \$140.00				\$214,760.00
	112 hrs @ \$130.00				
	0 hrs @ \$125.00				Additional Costs
	0 hrs @ \$110.00				\$ 2,000.00
	0 hrs @ \$100.00				<b>Total Project</b>
	0 hrs @ \$95.00				
	0 hrs @ \$105.00				
	1540 hrs @ \$100.00				\$ 216,760.00
	0 hrs @ \$90.00				
	0 hrs @ \$85.00				
	0 hrs @ \$80.00				
	770 hrs @ \$60.00				
	0 hrs @ \$130.00				
	0 hrs @ \$140.00				
	0 hrs @ \$130.00				
	0 hrs @ \$200.00				



The above rates include all labor, mileage, per diem and normal supplies. For field work, chargeable time is applied from the time we leave our office location until we return.

## 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 greater.
- 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.