



Land Surveying · Civil Engineering · Planning · Architecture · Project Funding · GIS · Environmental · Renewable Energy · Landscape Architecture

May 2, 2024

City of Buchanan
302 North Redbud Trail,
Buchanan, MI 49107
Attention: Timothy Lynch

RE: Proposal for Structural Engineering Services:

- **City of Buchanan: Front Street Retaining Wall (Rev.#1)**

Thank you for contacting Jones Petrie Rafinski (JPR) regarding this project. We are pleased to submit this proposal for your consideration.

PROJECT UNDERSTANDING

It is our understanding that structural design services are requested concerning replacement of a failing retaining wall located along East Front Street in the downtown area of the City of Buchanan. Timothy Lynch with the City of Buchanan (The Owner) has requested engineering design services be performed as it relates to the construction of a new reinforced concrete retaining wall along one of the city's main roads.

A topographic survey for this site will be beneficial in facilitating construction accuracy and economy. These survey services are performed to gain a better understanding of the surrounding project limits. A soil investigation will also be beneficial to aid retaining wall design and construction to safely retain the adjacent grade based on site-specific soil conditions. Both the topographic survey and soil investigation will help identify any potential concerns and special considerations ahead of construction.

SCOPE OF WORK

Survey:

JPR proposes to perform survey services for the new retaining wall as described above. JPR will utilize GPS survey grade equipment as well as conventional survey equipment to establish both horizontal and vertical control throughout the project limits. Utility locates will be requested per MISS DIG Systems, Incorporated (Michigan 811) and correspondence will be completed to facilitate the locate process. This may include requesting record utility information so the location of the utilities may be graphically depicted on construction documents. Please note that the utilities that will be marked by this company do not include any private utilities. Should private utilities exist within the project limits it may be necessary to contact a private utility locating company to have these lines marked in the field. Fees associated with a private utility locating company are not a part of this proposal. JPR will collect the topographic information within the project limits, including but not limited to, sanitary and storm structures, edges of pavement and curb lines, building corners, observed utilities, trees and spot elevations along with invert information for the sanitary and storm structures within the project limits. JPR will also perform research to acquire prior surveys and

roadway plans. A CAD drawing of the existing site conditions that will include a surface model with contours will be prepared for engineering design purposes.

A few limitations exist within the scope of the survey. Invert measurements made on storm and sanitary structures will be made from above ground only, utilizing methods that do not require confined space entry apparatus, such as ventilation and extraction equipment. Utility lines will be shown based upon field evidence located during our field investigation and per plans and markings provided by the owner, utility companies, and their representatives.

Geotechnical Engineering:

JPR proposes to perform a subsurface investigation to include a total of (2) soil borings at the subject location; (2) borings to a depth of 15 ft below existing grade. These services will include the staking / marking of the soil borings and standard procedures for underground public utility clearance. Private utility clearance is not included in this scope.

At completion of the soil drilling services, JPR will prepare and provide a boring map and subsurface boring logs. These services will help to facilitate quality earthwork and retaining wall design and construction. JPR will keep the soil samples for a maximum of 90 calendar days before disposing of the samples.

Structural Engineering:

JPR proposes to perform structural design services for a new reinforced concrete retaining wall as described above. JPR will develop a complete set of structural design drawings stamped by a professional engineer licensed in Michigan. These drawings will include pertinent structural specification notes, structural plans, and structural details.

Items within Scope:

- Retaining Wall Design
(See attached map for limits)

Deliverables:

- **Structural Construction Design Drawings**
- **Construction Cost Estimate**

Bidding Services:

JPR will manage the bidding phase and will prepare the needed documents for the bidding and negotiation phase of the project. JPR will conduct a pre-bid meeting and will field questions from Contractors regarding the plans and specifications, issue Addendums as required, and assist the City in final negotiations and contract preparations.

ESTIMATED FEES

These survey, geotechnical engineering, and structural engineering services will be performed and billed based on the following estimated fees. Note that any significant changes to the scope could potentially increase the estimated fees below.

Survey Services:	\$4,000.00
Soil Boring & Sampling Services:	\$2,000.00
Geotechnical Evaluation Services:	\$1,000.00
Structural Design Services:	\$5,500.00
Bidding Services:	\$5,000.00
Total Estimated Fees:	\$17,500.00

Construction Administration (As needed):	\$160.00 per HR
Reimbursable Fees:	Bidding Advertisement As Required

SCHEDULE

JPR anticipates the minimum timeframe required to complete design services is about (6) weeks after receipt of signed authorization to proceed, assuming all information is provided and the client is readily available to provide input and direction as required. Note that any significant changes to the design or scope or delays in client feedback could extend this anticipated schedule.

CLARIFICATIONS / EXCLUSIONS

Please be advised that the services, fees, and responsibilities quoted above do not include the following: inspections; evaluation of non-relevant elements; or any other out-of-scope services. Additional services can be provided upon request and billed at our standard hourly rates. JPR appreciates the opportunity to be of service on this project and is prepared to begin work with the written acceptance of this agreement / proposal. This work will be billed monthly upon completion of services, and payment is due upon receipt of our invoice. Should you have any questions or comments concerning our services or charges during the work, please bring them to our attention immediately so they can be quickly addressed. Expiration of this proposal is 30 days past the listed date.

Should you have any questions or concerns, please contact me. If acceptable, please execute the authorization form of this proposal by signature where indicated below and return a copy to my attention via mail at our South Bend location or email at jmaxson@jpr1source.com.

Thank you for this opportunity, and we look forward to being of service.

Sincerely,



Jordan Maxson, P.E.

PROPOSAL ACCEPTANCE

(AGREEMENT & AUTHORIZATION TO PROCEED)

This proposal for survey, geotechnical engineering, and structural engineering services for the **City of Buchanan: Front Street Retaining Wall (Rev.#1)** is hereby accepted and authorization to proceed is hereby granted:

Accepted By (Signature): _____ Date: _____

Printed Name & Title: _____

Business Name: _____

Billing Address: _____

Billing/Account Manager: _____

Phone No.: _____ E-mail: _____

Would you prefer your invoice by mail _____, e-mail _____ or both _____?

The party that signs this proposal is directly responsible for all charges incurred during the course of JPR's work and this document represents the only agreement in place between JPR and its client relative to the services provided and the resultant charges.



Measure distance
Total distance: 450.02 ft (137.17 m)



Exhibit B
JPR Corp. - Standard Terms & Conditions
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Invoices & Payment:

JPR shall submit invoices monthly or at project completion for services performed and expenses incurred under this Agreement. Payment is due upon Client's receipt of invoice and shall be considered past due if payment is not received within thirty (30) calendar days from date of invoice.

JPR retains the right to assess Client a finance charge of one and one-half percent (1.5%) per month, but not to exceed the maximum rate allowed by law, on invoices that are not paid within thirty (30) calendar days from date of invoice.

The Client's obligation to pay for services performed by JPR shall not be reduced due to the Client's inability to obtain financing, zoning, approval of regulatory agencies, or any other reason.

Acceptance:

If Client gives JPR verbal, emailed, or written notification to proceed with services outlined in this Agreement, without providing a signed copy of this Agreement, it will be considered as mutually understood that Client and JPR will be contractually bound by this Agreement, even in the absence of signed written authorization. Client's acceptance of services under this agreement will be deemed approval of the Agreement.

Additional Services:

Additional services requested beyond that which is specifically outlined in the Scope of Work may require additional compensation. JPR will provide the Client with a fee amendment for approval prior to performing any additional services. JPR is not responsible for project related delays that result while formal (written) approval of additional services is pending.

Schedule:

JPR is not responsible for any loss or damages resulting from any delays for causes outside JPR's control, including, but not limited to inclement weather, governmental or reviewing agency delays, unforeseen or undisclosed project related conditions, natural disasters, or acts of God.

Insurance:

JPR agrees to procure and maintain, at its expense, Commercial General Liability insurance, Professional Liability insurance, and Automobile Liability insurance for claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which JPR is legally liable.

Ownership and Use of Documents:

The Client agrees that JPR owns all reports, documents, and work products, including all associated copyrights, produced as part of this Agreement. JPR grants to the Client a license to utilize the deliverables (plans, reports, etc.) with respect to the project at hand, but any further use of the same beyond the subject project is done so at the user's sole risk and may be subject to copyright enforcement action.

Professional Standard of Care:

The standard of care for all Professional Services performed or furnished by JPR 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.

Accordingly, JPR is unable to provide a guarantee, or warranty, expressed or implied, under this Agreement or otherwise, in connection with any services performed or furnished by JPR.

Dispute Resolution:

JPR and Client shall resolve all claims and disputes arising out of or related to this Agreement in the following manner:

1. JPR and Client agree to negotiate all disputes in good faith for a period of ten (10) days from the date of notice, prior to invoking mediation.
2. JPR and Client agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof ("Disputes") to private mediation. JPR and Client agree to participate in the mediation process in good faith.
3. If the dispute cannot be settled through negotiation or mediation, then such dispute shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction.

Demand for arbitration must be served in writing on the opposing party no later than one (1) year from the date of substantial completion of JPR's participation in the project.

All mediation or arbitration shall take place in the State of Indiana. Each party shall share equally the fees and expenses of the mediator or arbitrator(s) and other costs incurred by the mediator or arbitrator(s).

Environmental Condition of Site(s)

To the fullest extent permitted by law, the Client shall indemnify and hold harmless JPR from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release, or escape of any Hazardous Substance at, on, under or from the project site.

Professional Design Services – WITHOUT Construction Phase Services:

Should the Client provide Construction Phase services via either Client's representative(s) or via another consultant, design-builder, or any other 3rd party, JPR's services under this agreement shall be considered complete upon completion of the Final Design efforts, and the Client's official acceptance and/or approval of the JPR provided construction documents. (*project plans, specifications, etc.*)

Further, and if the Scope of Services associated with this Agreement does not include Construction Phase Services, such as bidding & negotiation oversight, contract administration, full or part time on-site observation/inspection to ensure compliance with Client accepted plans and specifications, review of progress payment requests, change orders, requests for information or clarification submitted by the Contractor, attendance at or administration of pre-construction or construction progress meetings, coordination with utilities, or any other construction phase services typically provided by Professional Civil Engineers and/or Architects, it is therefore understood and agreed that any/all responsibility associated with these critical functions must be assumed by others.

Accordingly, the Client therefore agrees, to the fullest extent permitted by law, to indemnify and hold harmless JPR, its officers, directors, employees and/or subconsultants against any/all claims arising out of or in any way connected to the performance of such activities, or lack thereof, by others, including the Client itself or other entities/consultants in the employ of the Client, and from any and all claims arising from modifications, clarifications, interpretations, plan revisions, redesigns, adjustments, or changes necessarily made to the Contract Documents resultant of site conditions or parameters that become apparent as part of the construction process itself, information not previously known or disclosed by any local or non-local regulatory agencies, certain design considerations not previously disclosed by the Client, availability or lack thereof of either materials or appropriately skilled labor, or any other reason not specifically associated with or directly resultant of negligence or willful misconduct on the part of JPR.

Termination:

The Client or JPR may terminate this Agreement, in whole or in part, by giving seven (7) days written notice if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Upon termination, JPR shall be entitled to invoice Client and receive full payment for all services and reimbursable expenses incurred through the effective date of termination. Where the method of payment is "lump sum" or "fixed fee", the final invoice will be based on the number of hours billed to the project as of the date of termination, a standard hourly rate of \$150 per hour, and incurred reimbursable expenses. An equitable adjustment shall also be made to provide for termination settlement costs, if any, JPR incurs as a result of commitments finalized prior to termination.

Entire Agreement:

The terms of this Agreement are final, and any and all prior written or oral agreements or understandings are superseded by this final signed written agreement. Any changes to the written agreement, the scope of services, or terms and conditions, must be made in writing and signed by both JPR and the Client.

Severability:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.

Controlling Law:

This Agreement shall be governed by the laws of the State of Indiana.