

REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



To: MAYOR AND CITY COUNCIL

Agenda Item #: IV. E.

From: Chad A. Millner, PE, Director of Engineering

The Recommended Bid is

Within Budget

Not Within Budget

Date: April 21, 2015

Subject: Request for Purchase – Construction Materials Testing Service for Arden Park D Neighborhood Reconstruction

Date Bid Opened or Quote Received:
April 9, 2015

Bid or Expiration Date:

Company:
Braun Intertec Corporation

Amount of Quote or Bid:
\$28,596

Recommended Quote or Bid:
Braun Intertec Corporation

\$28,596

General Information:

Braun Intertec will perform testing services for utility backfill, aggregate base, bituminous paving and concrete for the Arden Park D Neighborhood project.

Staff recommends approving the proposal.

Attachment:

- Proposal for Construction Materials Testing Services for Arden Park D Neighborhood Reconstruction



Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

April 9, 2015

Proposal QTB018310

Chad Millner, PE
City of Edina
7450 Metro Boulevard
Edina, MN 55439

Re: Proposal for Construction Materials Testing Services
Arden Park D Neighborhood Roadway Reconstruction
Contract No: Eng 15-3, Improvement No: BA 412, S 127, SS 487, STS 408, WM 551
Edina, Minnesota

Dear Mr. Millner:

Braun Intertec Corporation respectfully submits this proposal to provide testing services during the Arden Park D Neighborhood Roadway Reconstruction Project for the City of Edina.

Our Understanding of Project

The Arden Park D Neighborhood project will include pavement subgrade preparation, reclamation of the existing bituminous pavement, placement of new concrete curb and gutter, sidewalks and driveways as well as new bituminous paving. This project will also include improvements to the watermain, storm sewer, and sanitary sewer utilities. Braun Intertec performed the geotechnical evaluation for this project. Our familiarity with the soil conditions on the project will be a good asset to the City of Edina.

For the purpose of this proposal, Braun Intertec has separated the 54th Street Reconstruction and bridge project from the Arden Park D Neighborhood project because the 54th Street project includes state-aid funds. Hence, this proposal is only for the locally funded Arden Park D Neighborhood portion of the project and a separate proposal will be provided for the state-aid funded 54th Street project.

Available Project Information

This proposal is based on our review of the documents described below. We will submit a revised scope of services and cost if the project changes.

- Project plans and specifications prepared by Short Elliott Hendrickson, Inc. (SEH) and dated February 4, 2015.
- Geotechnical Reports prepared by Braun Intertec under Project Numbers BABX-02-0618 and B14-03414 and dated November 8, 2002 and August 12, 2014 respectively.
- Discussions with You.

AA/EOE

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your project representative. We have reviewed the available project information and propose to:

- Measure the in-place dry density, moisture content and relative compaction of fill placed for utility backfill for compliance with the project documents – this task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Observe proof-rolls of aggregate base to evaluate subgrade strength and the ability of the base to support pavement materials.
- Sample and test aggregate base and bituminous pavement materials for compliance with the project documents – this task includes laboratory gradation and DCP tests of the aggregate base material and, asphalt content and extracted aggregate gradation of the bituminous.
- Measure the in-place density of the fresh bituminous with a nuclear density gauge to help the contractor develop a roll pattern for effective compaction.
- Sample and test fresh concrete associated with sidewalks, driveways and curb-and-gutter for compliance with the project documents, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents.
- Provide project management for the testing services described above – this task includes scheduling field personnel, reviewing observation and test reports, and communicating with you, the project contractor(s) and other project team members as needed.

Scheduling and Scope Assumptions

Based on our understanding of the project and the available project information, we assume the work for this phase of the project will proceed according to the following schedules:

- Density testing will be performed using the nuclear density method (utility backfill) and MnDOT DCP method (aggregate base). We assume twenty-five trips for nuclear density testing of the utility backfill and four trips for DCPs on aggregate base material.

- Bituminous paving will be completed in five days. Three days for non-wear paving and two days for wear course paving.
- Fifty-two sets of concrete tests will be needed to complete the project. Twenty-eight sets for curb and gutter, twenty sets for flatwork and two sets for light pole bases.

If the pace of construction is different than described above, this proposal should be revised.

Cost

We will furnish the services described herein for an estimated fee of **\$28,596**. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached.

Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities and associated fees may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, we will update you regarding the progress of our work. Fees associated with additional services will be summarized in a Change Order and submitted to you for review and authorization.

This proposal was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 am to 4:00 pm, Monday through Friday. Services that we are asked to provide to meet the project requirements or a contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. *Please sign and return a copy in its entirety.*

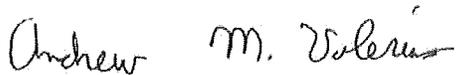
The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

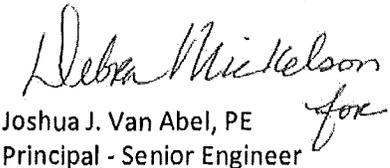
To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Andrew Valerius at 952.995.2242 or Josh Van Abel at 952.995.2310.

Sincerely,

BRAUN INTERTEC CORPORATION



Andrew M. Valerius
Associate Principal - Transportation Project Manager



Joshua J. Van Abel, PE
Principal - Senior Engineer

Attachments:
Table 1. Estimated Costs
General Conditions – CMT (9/1/13)

c: Toby Muse, PE; SEH, Inc.

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



The Science You Build On.

Project Proposal

QTB018310

Arden Park D Neighborhood Roadway Reconstruction

Client: City of Edina Chad Millner 7450 Metro Blvd Edina, MN 55439 926-826-0300	Work Site Address: Bruce Avenue, Bruce Place, Arden Avenue, Minnehaha Boulevard, Jay Place, Juanita Avenue, Indianola Avenue, Halifax Avenue, Gorgas Avenue, 51st Street, 52nd Street Edina, MN 55439	Service Description: Construction Materials Testing ENG 15-3, BA 412, S 127, SS 487, STS 408, WM 551
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Project Manager: Andrew Valerius

	Description	Quantity	Units	Unit Price	Extension
Phase 1 Construction Materials Testing					
Activity 1.1	Soil Testing				\$10,078.00
207	Compaction Testing - Nuclear	50.00	Hour	71.00	\$3,550.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Utilities	20.00	Trips	2.00	40.00
	Subgrade Preparation	5.00	Trips	2.00	10.00
1530	Asphalt Content (ASTM D 2172/6307), per sample	3.00	Each	131.00	\$393.00
209	Sample pick-up	10.00	Hour	65.00	\$650.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sample pick-up	10.00	Trips	1.00	10.00
1318	Standard Proctor Test(ASTM D 698)	6.00	Each	146.00	\$876.00
1162	Sieve analysis with 200 wash (ASTM C 136 and C 117), per sam	10.00	Each	104.00	\$1,040.00
1308	Nuclear moisture-density meter charge, per hour	50.00	Each	16.00	\$800.00
1861	CMT Trip Charge	39.00	Each	21.00	\$819.00
1228	Topsoil testing, MN/DOT 3877B (with nutrients), per sample	2.00	Each	254.00	\$508.00
264	Project Engineer	6.00	Hour	122.00	\$732.00
217	Aggregate Base DCP	10.00	Hour	71.00	\$710.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Aggregate Base	4.00	Trips	2.50	10.00
Activity 1.2	Concrete Testing				\$13,082.00
278	Concrete Cylinder Pick up	18.00	Hour	65.00	\$1,170.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	20.00	Trips	1.00	20.00
261	Concrete Testing	100.00	Hour	71.00	\$7,100.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks/ Driveways/ Flatwork	20.00	Trips	2.00	40.00
	Curb & Gutter	28.00	Trips	2.00	56.00
	Light Pole Bases/ Equipment Pad	2.00	Trips	2.00	4.00
1369	Compressive strength of 4 x 8" concrete cylinders (ASTM C 39	150.00	Each	22.00	\$3,300.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks/ Driveways/ Flatwork	20.00	Set	3.00	60.00
	Curb & Gutter	28.00	Set	3.00	84.00
	Light Poles Bases/ Equipment Pad	2.00	Set	3.00	6.00
1861	CMT Trip Charge	72.00	Each	21.00	\$1,512.00
Activity 1.3	Pavement Testing				\$2,100.00
1530	Asphalt Content (ASTM D 2172/6307), per sample	5.00	Each	131.00	\$655.00
209	Sample pick-up		Hour	65.00	\$0.00

Project Proposal

QTB018310

Arden Park D Neighborhood Roadway Reconstruction

207	Compaction Testing - Nuclear	10.00	Hour	71.00	\$710.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Roll Pattern Testing	5.00	Trips	2.00	10.00
1532	Extracted aggregate gradation (ASTM D 5444), per sample	5.00	Each	94.00	\$470.00
1308	Nuclear moisture-density meter charge, per hour	10.00	Each	16.00	\$160.00
1861	CMT Trip Charge	5.00	Each	21.00	\$105.00
Activity 1.4	Project Management				\$3,336.00
226	Project Manager	18.00	Hour	122.00	\$2,196.00
228	Senior Project Manager	3.00	Hour	150.00	\$450.00
238	Project Assistant	10.00	Hour	69.00	\$690.00
Phase 1 Total:					\$28,596.00

Proposal Total:	\$28,596.00
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General Conditions

Construction Material Testing and Special Inspections

BRAUN
INTERTEC

Section 1: Our Agreement

1.1 Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization. This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other form to authorize our services, any conflicting or additional terms are not part of our Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to withdraw our proposal without liability to you or others, and you will compensate us for services already rendered.

Section 2: Our Responsibilities

2.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

2.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

3.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our Agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

4.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you.

4.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.5 Electronic data, reports, photographs, samples and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

5.4 Your obligation to pay for our services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which we are not involved, your successful completion of a project, receipt of payment from another, or any other event. No retainage will be withheld.

5.5 If you do not pay us within 60 days of invoice date, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, and other costs of collection.

5.6 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

5.8 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

6.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of substantial completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for our services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated above and to insure this obligation.

6.6 The prevailing party in any action relating to this Agreement shall be entitled to recover

its costs and expenses, including reasonable attorney fees, staff time, and expert witness fees.

6.7 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign nor transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

8.5 If a provision of this Agreement is invalid or illegal, all other provisions shall remain in full force and effect.