


Memo

To: City Council
From: Amy E. Gilson, P.E., Director of Public Works
Date: June 5, 2015
Re: 2016 Paving Project



Under the Consent Agenda you will find a proposal from Rowe PSC for engineering on the 2016 road reconstruction project. The project is the recipient of \$375,000 funding through MDOT's Transportation Improvement Program. It entails the total reconstruction of North Sheldon Street from Foote Street to Lawrence Avenue including replacement of the 1886 cast iron watermain and possible work on the sanitary sewer.

I am requesting approval of the contract with Rowe PSC to provide design and construction engineering which is estimated to be \$142,000.00. Because of the variables in road construction projects (contractors, weather, etc.), the budget for the construction engineering will be based actual on time and material and will be billed accordingly. Rowe PSC was the engineer on the first phase of this project from Amity Street to Foote Street allowing for consistency between the projects.

It is essential that we start design on this project as soon as possible to make sure the money gets obligated through the MDOT process as the funding source is on a first come basis. This money can only be used for this project as it has been programmed through MDOT.

Please let me know if you have any questions.



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.™

June 4, 2015

Ms. Amy Gilson, P.E.
Director of Public Works
City of Charlotte
111 East Lawrence Avenue
Charlotte, MI 48813

RE: North Sheldon Street Phase 2 Reconstruction
Professional Engineering Services Proposal

Dear Ms. Gilson:

ROWE Professional Services Company (ROWE) is pleased to submit this professional engineering services proposal for the above mentioned project. The project will be partially funded through Michigan Department of Transportation (MDOT) Small Urban Program, with the remainder of the funding provided by the City of Charlotte. It is our understanding that the project consists of the reconstruction of approximately 1,500 feet of North Sheldon Street between West Lawrence Avenue (M-79) and Foote Street, which will connect to the southern limits of the Phase 1 project that was completed in 2011. The existing water main and miscellaneous sanitary sewer spot repairs are anticipated to be replaced through the project limits; however, based on the results of the sewer televising scheduled to be completed by early July, the amount of sanitary sewer replacement could be revised.

We propose the following scope of services for this project.

SCOPE OF WORK

Design Phase

1. Administer a project kick off meeting with city staff to review scope of project and timeline.
2. Request utility (both private and public) information to incorporate into project drawings.
3. Obtain topographic survey data within the project limits including utilizing existing information obtained from the Phase 1 project. Our topographic survey scope consists of the following:
 - Establish horizontal and vertical control for the design survey and construction.
 - Locate terrain, features and structures from right of way to right of way between West Lawrence Avenue and Foote Street and extend 100 feet down cross streets from spring points
 - Map existing visible improvements
 - Locate visible utilities
 - Inventory existing structures
 - Determine known connectivity between existing structures
 - Field check existing design survey
 - Pick up changes in previous survey areas

Engineering | Surveying | Aerial Photography/Mapping | Landscape Architecture | Planning

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- Show record location of non-visible utilities from available plans provided.
 - Create DTM and show contours and/or spot elevations.
 - Prepare CAD drawing and hard copy drawing.
 - Determine the location of the existing right of way within the project limits.
4. Develop Project drawings that meet the requirements of MDOT. We anticipate the following sheets for this project:
- Cover Sheet (1), Note/Legend Sheet (1), Typical Sections (1), Detail Sheet (1), Alignment Sheet (1), Removal Sheets (2), Road Plan/Profile Sheets (4), Sanitary/Water Main Sheets (4), Pavement Marking Sheets (1) and Detour Sheet (1)
5. Using MDOT format, prepare special provisions for all non-typical pay items including sanitary sewer and water main improvements that meet City of Charlotte standards.
6. Assist the city in the preparation of the MDOT Programming Application and submit it by the required deadline. Included in this will be submittals for SHPO, tribe and environmental clearance.
7. Contract with a geotechnical consultant to obtain subsurface borings to identify soil conditions for use in the design and construction.
8. As the project progresses we will develop the engineer's opinion of project costs to verify that the project is still within the anticipated budget. If overruns are identified, we will work with the city to review reductions in scope.
9. Attend coordination and design meetings with the stakeholders. We have budgeted four meetings into our proposed budget.
10. Assist the city in the preparation and submittal of all agency permits. Based on our understanding of the project, we anticipate submitting the following permit applications:
- MDEQ Water Main Construction Permit, MDEQ Sanitary Sewer Construction Permit, MDOT Right-of-Way Construction Permit and Soil Erosion Control.
11. We will submit the required documentation to MDOT for Preliminary Plan (GI) review and will attend the GI meeting along with the other stakeholders to receive comments.
12. The documents will be revised based on comments received at the GI meeting and the final plans will be submitted to MDOT for approval and bid letting.

Construction Phase

- Obtain documents from MDOT once contract is awarded to set up the Fieldbook/Field Manager files.
- Administer the pre-construction meeting with all stakeholders. The following is a list of stakeholders that we anticipate inviting to this meeting:
 - City of Charlotte
 - Contractor
 - MDOT TSC
 - Private Utilities (Consumers, Frontier, Charter)
- Review material source lists for compliance with contract documents.
- Perform construction staking. We anticipate that we will complete five trips to the site to perform staking for the contractor.
- Perform on-site construction observation based on twelve, 55-hour average work weeks.
- Perform construction testing including density and asphalt tests.

- Provide construction administration that conforms to MDOT Local Agency Program requirements including reviewing certified payrolls and completing wage rate interviews.
- At the completion of the project, we will prepare record drawings (as-builts) for the work completed and provide PDF documents to the city for your files.

SCHEDULE:

As we have discussed, the intent is to have construction begin in early May 2016 and be completed by Labor Day 2016. This project will be partially funded by MDOT and will need to adhere to the Local Agency Program (LAP) Project Planning Guide for submittal dates. We have prepared the following project design schedule for your consideration.

Task	Date
City Council Award Design Phase	June 8, 2015
Project Kick Off Meeting	Week of June 15, 2015
Programming Application Submittal	Mid-September 2015
GI Package Submittal	End of September 2015
Approximate GI Meeting	Mid-October 2015
Final Plan Submittal	End of November 2015
Letting Date	Early February 2016
Construction Begins	May, 2016
Construction Complete	September 2, 2016
Project Closeout	End of November 2016

This schedule is based on a February 2016 letting which we anticipate would give the city favorable contractor unit pricing and allows for a start of construction by May 1, 2016.

COMPENSATION:

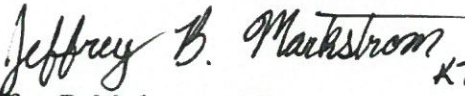
Compensation for our services will be based on our billable rates for the staff assigned to this project. We propose the following engineering services budgets for this project. Our construction phase budget is based on ten weeks of effort at 55 hours per week plus office support. Once the actual Progress Schedule is submitted by the contractor, we will review our budget with the city to determine if any adjustments are required.

Description	Budget
Design / Bidding Phase	\$51,000
Geotechnical Soil Borings	\$3,000
Construction Phase (Budget Number)	\$88,000
Total Engineering Services Budget	\$142,000

Ms. Amy Gilson
June 4, 2015
Page 4

We appreciate the opportunity to provide continued engineering services to the City of Charlotte for your infrastructure improvement projects. Our standard terms and conditions are attached and considered part of this proposal. If you have any questions or concerns, please contact me at (810) 341-7500.

Sincerely,
ROWE Professional Services Company


Jeffrey B. Markstrom, P.E.
Senior Project Manager

Attachment

p:\city of charlotte\charlotte north sheldon phase 2 design proposal.docx

TERMS AND CONDITIONS

The Owner will designate a representative with the authority to provide direction, receive and review information, and make decisions regarding the project. Decisions and direction shall be provided in a timely manner, so as to not delay the project.

The Engineer will perform services in a timely manner, consistent with sound professional practice. The Engineer will strive to perform the services within the established schedule, if any. Services are considered to be complete when deliverables have been presented to the Owner.

The Owner will provide the Engineer with all available information pertinent to the site of the project and access to the project site.

The Engineer will assist the Owner in preparing applications and documents to secure approvals and permits. The Owner is responsible for payment of permit application fees and charges.

Services provided by the Engineer shall be performed with the care and skill normally exercised by other members of the profession practicing under similar conditions.

The Owner shall promptly notify the Engineer of defects or suspected defects in the work.

The Engineer's opinions of construction costs will be based upon experience and historical information.

The Engineer will be responsible for the safety precautions and programs of its employees only.

If the Engineer is reviewing work by Contractors or others on behalf of the Owner, the Engineer may only recommend to the Owner that work which does not conform to the project requirements be rejected.

Payment for work completed shall be made within thirty days of invoicing. Unless otherwise provided, invoices will be submitted monthly as the work progresses.

In the event additional work is needed because of a change in scope or unforeseen conditions, the Engineer will submit a proposal defining the modified scope of work and any modifications to the schedule and fee for the Owner's approval.

This agreement may be terminated by either party with fourteen days written notice; however, the Engineer shall be paid for work completed prior to the date of termination.

All documents prepared by the Engineer in completing this work are considered the Engineer's property as instruments of service and are not intended for re-use by the Owner or others.

The Engineer is an independent contractor, responsible to the Owner for the results of this undertaking and is not an employee or agent of the Owner.

The Owner agrees to limit ROWE Professional Services Company's total liability to the Owner and any contractors on the project to \$142,000 or the Engineer's fee, whichever is greater.

The Owner and Engineer each bind themselves and any partners, successors, and assigns of the other party to this agreement. Neither party will assign, sublet, or transfer their interest in this agreement without the consent of the other party.

The terms of this agreement shall be governed by the laws of the State of Michigan. In the event a provision of this agreement is rendered unlawful, the remaining terms and provisions shall remain in effect.

In performance of this work, the Engineer will comply with their policies regarding non-discrimination against employees on the basis of race, color, religion, national origin or ancestry, age or sex.

Terms and Conditions Agreed to:

Owner

ROWE Professional Services Company