

Large Firm Resources. Personal Attention. sm

December 19, 2019

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

RE:

Independence Boulevard Improvements

Engineering Services Proposal

Dear Ms. Gilson:

ROWE Professional Services Company is pleased to submit a proposal to provide engineering services associated with the road improvements to Independence Boulevard at the north end of the city. It is our understanding this project will consist of removal and replacement of the existing HMA surface, aggregate base replacement, and spot curb repair. In addition, we will explore adding sidewalk along both sides of the boulevard from Beech Highway to Courthouse Drive.

We propose the following scope of services associated with this project.

DESIGN AND BIDDING PHASE

We will prepare construction documents suitable for bidding and construction purposes. We anticipate that the construction documents will be in a "log job" format with minimal topographic survey information collected only for ADA sidewalk ramp design.

The design phase will consist of the following tasks:

- Meet with city to verify scope of work.
- Layout the stationing within the project limits.
- Measure and mark out the pavement and crack repair areas.
- Determine intersection butt joint locations.
- Measure roadway length and width.
- Identify curb repair areas, drainage revision areas, and underdrain improvement areas.
- Layout proposed sidewalk and ADA ramps.
- Develop plan sheets from field dimensions; indicate all pavement repair, curb repair, drainage improvements, crack repair, etc. on base plan drawings.
- Develop quantities and preliminary engineer's cost opinion.
- Develop contract documents and specifications.
- Identify and assist obtaining any necessary permits.
- Review plans with city staff at preliminary and final stages.
- Advertise for bids, open bids, develop bid tabulation, review low bidder's qualifications, and recommend contractor award.

CONSTRUCTION PHASE

During this phase, we will provide administration and oversight to assist the city during the construction. The construction phase will consist of the following tasks:

- Attend pre-construction meeting with the city and Contractor.
- Provide construction observation and prepare daily observation reports.
- Assist with resolution of any construction problems.
- Monitor unit quantities.
- Coordinate material testing.
- Execute contract administration, prepare Contractor pay estimates, and coordinate between the city, Contractor, and residents.
- Submit project drawings and construction file to city at completion of project.

SCHEDULE

We are available to begin work on this project immediately after receiving written authorization from the city. We anticipate that we will have preliminary documents (50%) complete within three weeks after receiving authorization to proceed and final documents (100%) ready for city review two weeks after receiving comments on the preliminary documents. We understand that the city wishes to construct this project first thing in the spring of 2020; therefore, we anticipate a late winter bid opening.

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 budget for this project.

| Description | Budget | |
|-----------------------------------|----------|--|
| Design / Bidding Phase | \$10,000 | |
| Construction Phase (budget) | \$14,000 | |
| Total Engineering Services Budget | \$24,000 | |

Our construction phase budget is based on construction activities lasting three weeks, which includes full time inspection during the duration of the project, plus office administration. This budget number will be adjusted once the contractor has been identified and a construction schedule prepared.

If you concur with this proposal, please sign in the following space provided and return one original copy as indication of your authorization to proceed. We appreciate the opportunity to provide engineering services to the City of Charlotte. If you have any questions or comments, please contact us at (810) 341-7500.

Sincerely,

ROWE Professional Services Company

Jeffrey B. Markstrom, P.E.

Design Services Division Manager

Attachment

| Ms. Amy Gilson |
|-------------------|
| December 19, 2019 |
| Page 3 |

Having reviewed this proposal, acceptance of this proposal is hereby confirmed. ROWE Professional Services Company is authorized to proceed with the work. Our standard terms and conditions are attached and considered part of this proposal.

| Accepted by: | | | |
|---------------------------------------|----------------------|------|--|
| · · · · · · · · · · · · · · · · · · · | Signature | Date | |
| | | | |
| | | | |
| | Print Name and Title | | |

P:\City of Charlotte\2019 paving project 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 \$24,000 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 |