



ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention.*sm

July 22, 2020

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

RE: Independence Boulevard Improvements
Additional Construction Engineering Professional Services

Dear Ms. Gilson:

ROWE Professional Services Company is submitting this proposal for additional construction engineering services associated with the Independence Boulevard Improvements project.

As we near completion of the construction phase of the Independence Boulevard improvements, we have encountered several situations that have led to our request for a modification to our original contract to address the additional costs associated with the following changes:

1. The original construction duration was anticipated to be 3 to 4 weeks based on our experience with similar projects. Construction began on April 6th and should have been complete by the end of April. The actual construction duration for this project will be approximately 14 weeks.
2. The additional time required for construction is mainly due to contractor performance.

These requested changes have impacted our previously approved construction services budget. ROWE has continued to fulfill our obligations under our original construction engineering services proposal. This change request is for the additional 10 weeks of construction administration services. As a result, we are requesting an increase to our compensation of \$33,000 which would adjust our construction engineering budget from \$14,000 to \$47,000. This change request does not include any fees associated with mileage expense or travel time.

If you concur with this proposal, please sign in the space provided and return one original copy as indication of your authorization to proceed. ROWE appreciates the opportunity to continue providing our professional services to the City of Charlotte. If you have any questions or require any additional information, please feel free to contact me at (810) 341-7500.

Sincerely,
ROWE Professional Services Company

Jeffrey B. Markstrom, PE
Design Division Manager

Sean Beckman, PE
Project Manager

Ms. Amy Gilson, Director of Public Works

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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

Attachment

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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.

Subconsultant invoices will be marked up 15%.

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 \$47,000 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.