



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.sm

August 19, 2020

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

RE: 2020 Street Program – Engineering Services Proposal
Tully Brown Drive Addition

Dear Ms. Gilson:

ROWE Professional Services Company is pleased to submit this proposal to provide engineering services associated with the 2020 road improvements project, specifically the addition of Tully Brown Drive to the project. As you are aware, this project was designed and bid last year for improvements to West First Street and South Sheldon Street. However due to the time of year and the bidding climate, only one bid was received and exceeded the city's available funding, therefore the bid was rejected and the project placed on hold.

In late July 2020, we were contacted by you to once again advertise the project (West First and South Sheldon Streets) for bidding and construction fall 2020. In addition, with interest from the cemetery, Tully Brown Drive was added to the project which resulted in design effort to prepare the plans, develop quantities, and update the bidding documents.

On August 18, 2020, bids were received, and prices were favorable to proceed with improvements to all three streets. ROWE has already been approved to provide construction phase engineering for the original two streets (West First and South Sheldon), however Tully Brown Drive was not included in our original proposal.

As a result of adding Tully Brown Drive to this project, ROWE is requesting an increase to our previously approved contract in the amount of \$8,000 with \$3,000 for design engineering and \$5,000 for construction phase engineering. If approved, the increase will bring our total engineering services budget for this project to \$33,000 (\$14,000 for design and \$19,000 for construction).

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

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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 continue providing 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



Sean Beckman, PE
Project Manager

Attachment

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

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 \$33,000 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