



ROWE PROFESSIONAL SERVICES COMPANY

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August 5, 2015

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

RE: 2016 Street Program (Beech, Oliver, Cherry and Bonnie Streets)
Engineering Services Proposal

Dear Ms. Gilson:

ROWE Professional Services Company is pleased to submit a proposal to provide engineering services associated with Year 1 of the city's street program (see attached map). It is our understanding this year's program consists of the milling and overlay of the following streets:

- Beech Street from Cochran Avenue to Tumbleweed Lane
- Oliver Street from E. Lawrence (M-79) to E. Seminary Street
- Cherry Street from State Street to S. Lincoln Street
- Bonnie Street from Mikesell Street to S. Lincoln Street

The total length of all four street segments is approximately 7,500 feet. Based on our site visit and discussions with city staff, there appears to be some sections of the road where full depth removal and patching will be required to address potential poor underlying soil conditions. In addition, sidewalk ramps will be evaluated for compliance with current ADA requirements.

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 and no topographic survey information will be collected.

The design phase will consist of the following tasks:

- 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 possible underdrain improvement areas;

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

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- Review sidewalk ramp configuration and identify any that need to be replaced;
- 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 estimate;
- Develop contract documents and specifications (all four street segments will be included in one contract book);
- Identify and assist obtaining any necessary permits (MDOT, SESC, etc.);
- Review plans with city staff at preliminary and final stages; and,
- 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 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; and,
- 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 (50%) documents complete within four weeks after receiving authorization to proceed and final documents (100%) ready for city review two weeks after receiving comments on the preliminary documents. The dates for the bidding and construction phase will be discussed with the city during the design phase of the project however, we would recommend that the city consider holding the bid opening sometime during the months of January thru March, which traditionally yields the lowest unit prices.

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.

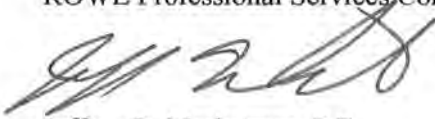
Description	Budget
Design / Bidding Phase	\$14,000
Construction Phase (budget)	\$18,000
Total Engineering Services Budget	\$32,000

Our construction phase budget is based on construction activities lasting four 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.

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If you concur with this proposal, please sign in the space provided below 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.
Senior 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 \$32,000 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