



ROWE PROFESSIONAL SERVICES COMPANY

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February 22, 2019

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

RE: West Harris Street Reconstruction
Professional Engineering Services Proposal

Dear Ms. Gilson:

Pursuant to your request, ROWE Professional Services Company is pleased to submit this professional engineering services proposal for the above referenced project. As you are aware, MDOT has created a new grant program through the Community Infrastructure Fund – TEDF Category B. Grant applications are being accepted for projects that will be constructed in Fiscal Year (FY) 2019 and FY 2020. Applications and supporting documentation should be submitted to MDOT-OED-CategoryB@Michigan.gov and are due by April 5, 2019. The following information was obtained from the MDOT web page and shows the list of parameters to qualify for this project.

Parameters of the program

- Cities or villages of populations of 10,000 or less are eligible
- Maximum grant amount is \$250,000, with 50 percent minimum cash match
- Any road construction work, other than regular maintenance, is eligible
- Geographical distribution is a selection criteria
- Agencies may apply for funding in consecutive years
- Combining eligible work with other infrastructure work is encouraged
- Combining eligible work with work by other road agencies is encouraged
- A Resolution of Support from the agency's governing body, including match commitment, will be required
- One application per agency will be accepted (application form accommodates multiple roadways)

Based on our discussions, we understand the City of Charlotte would like to submit an application for the reconstruction of West Harris Street from N. Cochran (M-50) to N. Sheldon. The project would consist of 0.133 miles of total road reconstruction which will result in two eleven-foot lanes of travel with on-street parking on both sides. In addition, the existing water main (4-inch diameter) will be replaced due to its age and condition. Along with the water main, the existing gravity sanitary sewer main will be removed and replaced. Storm sewer upgrades will also be included in the project. If this project is selected for funding in 2019 it will need to be bid and constructed during this calendar year which would require the design phase to commence immediately.

We propose the following scope of services for this project.

SCOPE OF SERVICES

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. 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 Cochran (M-50) and N. Sheldon 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
 - Show record location of non-visible utilities from available plans provided
 - Create DTM and show contours and/or spot elevations
 - Prepare CADD 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 (2), Alignment Sheet (1), Removal Sheets (1), Road Plan/Profile Sheets (2), Water Main / Sanitary Sewer Sheets (2), 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.
7. Contract with a geotechnical consultant to obtain subsurface borings to identify soil conditions for use in the design and construction. We have proposed two 10-foot borings within the project limits.
8. The work proposed at the intersection with Cochran (M-50) will involve coordination with MDOT for traffic control.
9. As the project progresses we will develop 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.
10. Attend coordination and design meetings with the stakeholders. We have budgeted four meetings into our proposed budget.
11. 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 and Sanitary Sewer Construction Permits
 - MDOT right-of-way construction permit
12. Develop final bidding documents for the city's use in advertising the project.

SCHEDULE:

As mentioned above, if selected for 2019 funding, this project will need to be bid, and constructed this calendar year. Because this is a direct grant, the city will be the agency that will be responsible for administering the design, bidding and construction phases. We have proposed the following schedule that will allow for bids to be obtained in mid-summer with construction to occur in late summer/early fall.

Task	Date
City Council Award Design Phase	February 25, 2019
Project Kick Off Meeting	Week of February 25, 2019
50% Design Package Submittal to City	April 5, 2019
MDOT Grant Application Due Date	April 5, 2019 (submitted by City)
50% Review Meeting with City	Week of April 8, 2019
Final Plan Submittal	May 3, 2019
MDOT Grant Award (anticipated)	End of May 2019
Permitting Period	May 3-June 7, 2019
Advertisement for Bids	May 24, 2019
Bid Opening at City	June 18, 2019
Contract Award (City Council)	June 24, 2019
Construction TBD	Based on MDOT Funding Schedule

This schedule is based on being selected for 2019 MDOT funding which should be announced by MDOT in mid to late May.

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. If selected for grant funding, we will work with the City of Charlotte to develop a construction phase engineering services scope and budget to assist the city with the construction phase.

Description	Budget
Design / Bidding Phase	\$42,000
Geotechnical Soil Borings	\$2,000
Total Engineering Services Budget	\$44,000

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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.
Design Services Division Manager

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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.

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 \$44,000 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