



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.™

April 2, 2020

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

RE: Parking Lot #1 Reconstruction
Construction Engineering Professional Services Proposal

Dear Ms. Gilson:

ROWE Professional Services Company is pleased to submit this proposal for construction engineering services associated with the reconstruction of Parking Lot #1. As you are aware, bids for this project were received by the city on March 4, 2020 and was award by City Council on March 23, 2020. Based on our discussion with the contractor (Leavitt & Stark) they have submitted a preliminary schedule that indicates a start date of April 6th with a completion date of June 15th, which equates to an eight-week construction duration.

For your consideration, the following details our proposed scope of services to assist the city with the construction phase of this project:

SCOPE OF SERVICES

During this phase, we will provide administration and oversight to assist the city during the reconstruction of Parking Lot #1. Our construction phase services consist of the following:

- Attend pre-construction meeting with the city, Contractor, and utilities;
- Review and approve submittals in accordance with project specifications;
- Provide construction observation and prepare daily observation reports;
- Perform construction staking for the proposed improvements;
- Assist with resolution of construction issues;
- Monitor unit quantities of work items;
- Provide materials testing services;
- Provide coordination between the city, Contractor, and business owners;
- Prepare monthly payment requests for the construction work completed during that period;
- Prepare contract modifications, if required;
- Attend final project walk through meeting with the city and Contractor; and
- Submit project record drawings and construction files to city at the completion of the project.

SCHEDULE

We are available to begin this work immediately upon receiving written authorization to proceed and anticipate the following project schedule:

- Notice to ProceedMarch 31, 2020
- Pre-construction MeetingMarch 31, 2020
- Construction BeginsApril 6, 2020

- Final Completion/Site Walk ThroughJune 12, 2020
- Open to TrafficJune 15, 2020

COMPENSATION

Compensation for our services will be based on our billable rates for staff assigned to this project. We propose a budget of \$43,000 for this project. The actual time spent on this project is dependent up on the Contractor’s work schedule on controlling items which require ROWE’s construction observer to be on site.

Our construction engineering services budget is based on a construction duration of eight weeks, which includes on-site observation for eight weeks and office administration. As you are aware, we will be performing similar engineering services on the Independence Boulevard Reconstruction project. We will utilize the same staff assigned to both projects as much as possible to help save budget on both projects. However, there will be times when critical items of work are being performed where a second construction observer will be required to monitor construction activities on both projects.

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

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.

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 \$43,000 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.