



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention. sm

August 20, 2021

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

RE: E. Harris Street Reconstruction
Additional Construction Engineering Professional Services

Dear Ms. Gilson:

ROWE Professional Services Company is submitting this proposal for additional construction engineering services associated with the E. Harris Street Reconstruction project.

As we near completion of the construction engineering phase of the East Harris Street Reconstruction project, 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 requested changes:

1. Our original contract included provisions to provide construction engineering support in accordance with Michigan Department of Transportation (MDOT) Local Agency Program (LAP) requirements for a 12-week duration. Please note the Progress Schedule submitted by the contractor prior to the beginning of construction activities was for a 12-week duration. We also estimated that our on-site inspector would be working 50 hours per week. Due to the contractor's performance, ROWE's onsite representative was required to work an average of 60 hours per week to monitor the contractor's conformance with the project plans and specifications. The week of July 26, 2021 is the eighteenth week of construction activities. While the project is nearly complete, the contractor has a long punch list of outstanding items to address prior to project closeout. ROWE still needs to complete the file audit and project closeout with MDOT. The contractor's original Progress Schedule listed the open to traffic date as 7/9/21 and the actual open to traffic date was 7/23/21.
2. ROWE was asked by the MDOT Lansing TSC to prepare two interim Contractor Performance Evaluations and submit them to MDOT. Normal LAP projects are only required to perform these evaluations once at the end of the project.
3. ROWE was also required to process four damage claims because of the contractor's negligence working on the city's sanitary sewer system. It is also anticipated that a fifth and sixth claim may still be outstanding and require our assistance to process.
4. ROWE had to issue a Stop Work Order to get the contractor to install the city's public utilities in accordance with the contract documents. This resulted in an additional on-site meeting for the entire ROWE team and City staff.
5. Additional effort to assist the City with the handling of contaminated soils on the project site. This site was a former Clark Station at the southeast corner of N. Cochran Avenue and E. Harris Street and registered with the State of Michigan as a closed Part 211 CERCLA Regulated Storage Tank Site. Since the area in question was closed by the State, we did not anticipate encountering previously contaminated soils as part of this project.

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

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These requested changes have impacted our previously approved construction services budget. ROWE has continued to fulfill our obligations under our original engineering services proposal. As a result, we are requesting an increase to our compensation of **\$45,380** which would adjust our construction engineering budget from \$97,000 to \$142,380. Please note that no drive time for any of ROWE's staff assigned to this project is included in our request for additional compensation. Also, ROWE provided two to three staff onsite to monitor the contractor at key items of work. Our requested increase to our compensation is only for one team member full 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 either of us at (810) 341-7500.

Sincerely,

ROWE Professional Services Company

Jeffrey B. Markstrom, PE
Design Services Division Manager

Sean Beckman, PE
Project Manager

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

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 \$142,380 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.