



# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention. <sup>sm</sup>*

8/20/2021

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

RE: Hall Street/ North Washington Street/McClure Street Reconstruction  
Professional Engineering Services Proposal

Dear Ms. Gilson:

ROWE Professional Services Company is pleased to submit this proposal for the above referenced project. We are excited to hear that the City of Charlotte is continuing to improve your city infrastructure while looking for grants to fund portions of the projects. This project consists of reconstruction of Hall, North Washington, and McClure Streets from Lansing Road (M-78) to N. Cochran Avenue (M-50). In addition to reconstruction of the road, there will be select sidewalk, water main, sanitary sewer, and storm sewer improvements within the project limits. We understand that this project will be let through the Michigan Department of Transportation's (MDOT) Local Agency Program (LAP).

The project limits near Railroad Street are adjacent to a known Consumers Energy site that may require Part 201 generic cleanup criteria for environmental contamination. Should environmental cleanup efforts be required, it is anticipated that Consumers Energy will be responsible for the completion of required effort. ROWE will represent the city with coordination effort between MDOT, Consumers Energy, and the selected project contractor.

Funding for the construction phase will come from several sources including MDOT Small Urban Program Grant, MDOT Category F (anticipated), Highway Infrastructure Program- COVID funding and the City's sewer, water, and road funds. Funding from MDOT will be available in FY 2023 which begins in October 2022. In preparation for the construction, which is anticipated to begin in spring 2023, the city is being proactive in initiating the design phase early so all permits and agency reviews can be obtained in a timely manner as not to delay bidding and construction activities. ROWE has extensive experience working on projects funded by MDOT and looks forward to working with the City on another successful infrastructure improvement project.

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.

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

**Kentwood:** 4345 44<sup>th</sup> Street SE, Suite A • Kentwood, MI 49512 • O (616) 272-7125 • F (800) 974-1704

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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 back of curb to 10 feet beyond right of way on the side of the street the sidewalk is proposed.
    - Map existing visible improvements.
    - Locate visible utilities.
    - Field verify design survey.
  - Determine the location of the existing right-of-way within each street project limits.
4. Develop project drawings that meet the requirements of MDOT LAP. We anticipate the following sheets for this project:
  - Cover Sheet
  - Legend Sheet
  - Note Sheet
  - Detail Sheet
  - Removal Sheets
  - Road/storm plan and profile sheets
  - Sanitary/water main plan and profile sheets
  - Intersection Grading Sheets for ADA Ramps
  - Traffic Control Plan
5. Using MDOT format, prepare special provisions for all non-typical pay items 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. Included in this will be submittals for State Historic Preservation Office (SHPO) environmental clearance including the more stringent National Environmental Policy Act (NEPA) clearances.
7. The work proposed at the intersection of Hall and Lansing Road (M-78) and McClure St. and N. Cochran Ave. (M-50) may be within the MDOT road jurisdiction and will likely involve coordination with MDOT for both traffic control and any construction activities.
8. Throughout the project, we will develop an Engineer's opinion of construction 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.
9. Attend coordination and design meetings with project stakeholders. We have budgeted four meetings into our proposed budget.
10. 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:
  - MDOT right-of-way construction permit for traffic control.
  - EGLE Construction Permit for sanitary sewer (Part 41)
  - EGLE Construction permit for water main (Act 399)
11. We will submit the required documentation to MDOT through ProjectWise software for Preliminary Plan (GI) review. We will schedule and participate in the GI meeting along with the other stakeholders to receive comments.
12. The documents will be revised based on comments received at the GI meeting and the final plans will be submitted to MDOT using the ProjectWise software for approval and bid letting.

13. If requested by MDOT, we will respond to comments during bidding that would require clarification and/or an addendum to the bid documents.

#### Construction Phase

1. Obtain documents from MDOT once contract is awarded to set up the Field Book/Field Manager files.
2. Administer the pre-construction meeting with all stakeholders. The following is a list of stakeholders that we anticipate inviting to this meeting:
  - City of Charlotte
  - Contractor
  - MDOT TSC
  - Private Utilities (Consumers Gas and Electric, WOW, AT&T, ITC, acd)
3. Review material source lists for compliance with contract documents.
4. Perform construction staking. We anticipate that we will complete five trips to the site to perform staking for the Contractor.
5. Perform on-site construction observation based on fifteen 60-hour average work weeks.
6. Perform construction testing in accordance with MDOT LAP requirements including density, concrete, and asphalt tests.
7. Provide construction administration that conforms to MDOT LAP requirements including reviewing certified payrolls and completing wage rate interviews.
8. At the completion of the project, we will prepare record drawings (as-builts) for the work completed and provide PDF documents to the city for your files.
9. Attend final walkthrough with City, MDOT (and contractor if they wish to attend) to complete the MDOT Form 1120.

#### **SCHEDULE**

The intent is to have construction begin in May 2023 and be completed by October 2023. As stated above, this project will be partially funded by MDOT and will need to adhere to the LAP Project Planning Guide for submittal dates. We have prepared the following project design schedule for your consideration that conforms to the dates in the grant application.

<u>Task</u>	<u>Date</u>
City Council Award Design Phase	September 2021
Project Kick-Off Meeting	September 2021
Submit NEPA Application	January 2022
Programming Application Submittal	August 2022
GI Package Submittal	September 2022
Approximate GI Meeting	October 2022
Final Plan Submittal	November 2022
Letting Date	February 2023
Construction Begins	May 2023
Construction Complete	September 2023
Project Closeout	November 2023

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August 20, 2021

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This schedule is based on a February 2023 letting which we anticipate would give the city favorable Contractor unit pricing and allows for a MDOT contract award and start of construction by May 2023. We will continuously review this schedule with the city to keep all parties informed of progress.

### **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. Our construction phase budget is based on 15 weeks of effort at 60 hours per week plus office support. Once the actual Progress Schedule is submitted by the Contractor, we will review our budget with the city to determine if any adjustments are required.

<b>Description</b>	<b>Budget</b>
Design / Bidding Phase	\$117,500
Geotechnical Borings	\$3,100
Archeologist for SHPO Submittal	\$1,800
Construction Phase (Budget Number)	\$164,000
<b>Total Engineering Services Budget</b>	<b>\$286,400</b>

Note: The total budget noted above is approximately 14 percent of the \$2,000,000 projected construction cost opinion which falls within the industry cost curve for similar projects.

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

Sean Beckman, PE  
Project Manager

## 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 \$286,400 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:

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Owner

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ROWE Professional Services Company