



March 29, 2023

Jon Peterson
Facility Maintenance Manager
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
jpeterson@ci.grand-rapids.mn.us

Re: **Professional Services Proposal: Exterior Facade Repair Construction Phase**
Grand Rapids Area Library
140 NE 2nd Street
Grand Rapids, MN 55744

Dear Mr. Peterson:

In accordance with your request, we are pleased to present our proposal to perform construction phase administration and observation services for proposed repairs to the exterior facade at the Grand Rapids Area Library.

SCOPE OF PROPOSED SERVICES

Encompass, Inc. proposes to provide the following services:

Construction Administration/Observation

- Assist the City in generating a contract between the City and the selected contractor.
- Review relevant project coordination and detail issues with the City and contractor.
- Address contractor questions.
- Review material submittals, change orders, contractor's payment applications, shop drawings, field-test data; and respond to contractor's RFI's.
- Provide periodic site observation to determine if observed work is being conducted in general compliance with the restoration drawings and specifications. The estimated construction schedule is approximately 7 to 9 weeks. We anticipate performing 6 to 8 site visits during construction and (1) after construction has been completed.
- Facilitate project meetings and communications between the contractor and owner for progress and status throughout the project.
- Work with contractor to address unforeseen conditions and to determine appropriate construction details to suit requirements of the project.
- Review the work to determine the status of scope completion and verify satisfactory completion of punch-list items.

COST OF PROFESSIONAL SERVICES

The cost to perform construction phase administration and observation services for proposed repairs to the exterior facade at the Grand Rapids Area Library will be performed on an hourly basis at the rates listed below and will not exceed **\$19,500**, with total cost estimate shown below:

\$19,500 Construction Admin/Observation
\$4,000 Travel Expenses Estimate
\$23,500 TOTAL

BASIS OF PAYMENT

Basis of Payment for the services outlined above shall be per hour of service rendered at the rates below. In addition to hourly service, all direct project expenses shall be billed at cost. Expenses could include, but not limited to, cost of printing and reproduction of documents, food and lodging, and automobile mileage at the rate of \$.655 per mile. An estimate of the anticipated project expenses is included in the total price above. Invoicing for professional engineering services will be made monthly. Hourly rates for professional services, by classification, are:

- | | |
|-----------------------------------|----------|
| 1. Principal Engineer | \$225.00 |
| 2. Associate Principal | \$210.00 |
| 3. Senior Project Engineer | \$195.00 |
| 3. Licensed Project Engineer | \$185.00 |
| 4. Degreed Engineer | \$170.00 |
| 5. Senior Construction Consultant | \$165.00 |
| 6. Technician II | \$140.00 |
| 7. Technician I | \$125.00 |

WARRANTY

No warranty is implied or intended. Encompass does not warranty the work performed by others. We do not warranty the work of contractors and/or subcontractors.

LIMITATION OF LIABILITY

The liability of Encompass (including its employees) for any actions, damages, claims, demands, judgments, losses, costs, or expenses arising out of or resulting from Encompass' or its employee's negligent acts, errors, or omissions is limited to an amount equal to the fees paid by Client to Encompass for professional services rendered pursuant to this Proposal, including any claims for contribution or indemnity.

MOLD DISCLAIMER

Evaluation and/or abatement of any fungal growth is outside the scope of our proposed services.

CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

MINNESOTA STATUTORY LIEN NOTICE

- Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

ENTIRE AGREEMENT

Upon Client's acceptance, this Proposal represents and contains the entire agreement and understanding between Encompass and the Client with respect to the subject matter of this Proposal and supersedes any and all prior oral and written agreements and understandings.

MODIFICATIONS

The accepted Proposal may be modified only by a written instrument executed by both parties.

Thank you for the opportunity to present this proposal. We will be pleased to review the scope of this proposal with you at your convenience. If this proposal meets with your approval, please indicate your acceptance by signing below and returning one copy to Encompass, Inc. Upon receipt of your acceptance, we will coordinate commencement with you. A City of Grand Rapids contract or purchase order may be provided in lieu of a signed proposal.

Respectfully submitted,

ENCOMPASS, INC.

A handwritten signature in black ink, appearing to read "Curt Isernhagen". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Curt Isernhagen, P.E.
Principal



ENCOMPASS, INC.
PROPOSAL ACCEPTANCE

**GRAND RAPIDS AREA LIBRARY
PROFESSIONAL ENGINEERING SERVICES
EXTERIOR FACADE REPAIR CONSTRUCTION PHASE
PROPOSAL DATED: MARCH 29, 2023**

We accept the scope, terms and conditions of this proposal as described herein.

CITY OF GRAND RAPIDS

Mr. Dale Christy
Mayor
City of Grand Rapids

Date: _____

* A City of Grand Rapids contract or purchase order may be provided in lieu of a signed proposal