



October 12, 2022

Will Richter  
Director of Library Services  
Grand Rapids Area Library  
140 NE 2nd Street  
Grand Rapids, MN 55744-2662  
wrichter@ci.grand-rapids.mn.us

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

Dear Mr. Richter:

In accordance with your request, we are pleased to present our proposal to prepare contract design documents and assist with a bid process 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:

#### **Design Phase**

- Prepare contract repair drawings and specifications for the building repair scope, which can be used to obtain competitive bids from qualified repair contractors.
- Design repair scope will be based on recommendations from the completed Encompass evaluation. The repair scope will not include roof replacement.
- Review available pertinent documents provided by the City of Grand Rapids.
- Document preparation will include engineering services related to referenced plans and specifications.

#### **Bid Management**

- Solicit up to (3) bids from repair contractors.
- Conduct (1) onsite pre-bid meeting with potential bidders.
- Review and analyze the bids received from selected contractors for the repair work and provide a recommendation for the project contractor(s). Attend a virtual meeting to review the bids with the owners.

**COST OF PROFESSIONAL SERVICES**

The cost to prepare contract design documents and assist with a bid process for proposed repairs to the exterior facade the Grand Rapids Area Library will be performed on an hourly basis at the rates listed below and will not exceed **\$10,500**.

This proposal does not include the performing of construction phase administration or observation services; we can provide a proposal for these services at your request.

**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 and automobile mileage at the rate of \$.625 per mile. Invoicing for professional engineering services will be made monthly. Hourly rates for professional services, by classification, are:

1. Principal Engineer	\$210.00
2. Associate Principal	\$195.00
3. Senior Project Engineer	\$190.00
3. Licensed Project Engineer	\$180.00
4. Degreed Engineer	\$165.00
5. Senior Construction Consultant	\$160.00
6. Technician II	\$135.00
7. Technician I	\$120.00

**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.**



Curt Isernhagen, P.E.  
Principal



***ENCOMPASS, INC.***  
***PROPOSAL ACCEPTANCE***

**GRAND RAPIDS AREA LIBRARY  
PROFESSIONAL ENGINEERING SERVICES  
EXTERIOR FACADE REPAIR DESIGN & BID PHASES  
PROPOSAL DATED: OCTOBER 12, 2022**

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