June 15, 2022

Nathan Morlan
Facility Maintenance Manager/Building Official
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744
nmorlan@ci.grand-rapids.mn.us

Re: **Professional Services Proposal: Leak Evaluation**
        Municipal Airport County Dispatch & EOC
        1500 SE 7th Avenue
        Grand Rapids, MN 55744

Dear Nathan:

In accordance with your request, we are pleased to present our proposal to conduct an evaluation of reported leaks in the County Dispatch and EOC building located at the Grand Rapids Airport.

SCOPE OF PROPOSED SERVICES

Encompass, Inc. proposes to provide the following services:

Document Review

- Review available pertinent documents provided by the City of Grand Rapids.
- Desirable documents for review include design drawings, specifications, addenda, and other documents related to the original construction; building repairs; maintenance reports, work orders, or reports from others relative to the area of reported leaks.

Site Visit & Documentation

- The assessment will consist of a review and documentation of existing conditions of the exterior facade and any related structural components.
- The inspections will be led by a licensed professional engineer and two technicians.
- We will make (2) exploratory openings into the exterior facade to review the as-built configuration; these openings will be repaired in a temporary manner. Permanent repair of the openings will be at the direction and expense of the City of Grand Rapids.
- We will conduct water testing at (2) locations.
- Access will be via the roof, ladders, and grade.

Report

Encompass will prepare a written report of our assessment. Report will include:

- Summary of observations, collected data, test data, and photographs.
- Assessment and analysis of building envelope conditions and deficiencies.
- Recommendations for general repair strategies, activities, and timing.

COST OF PROFESSIONAL SERVICES

The cost to conduct an evaluation of reported leaks at the County Dispatch Building located at the Grand Rapids Airport will be performed on an hourly basis at the rates listed below and will not exceed **$7,500.**

Preparation of contract construction/bidding documents is outside the scope of this proposal. A proposal for this work can be provided upon completion of the facade evaluation and determination of general project scope.

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.
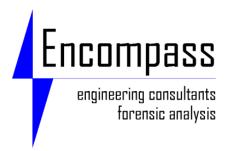
Thank you for the opportunity to present this proposal. We will be pleased to review the scope of this proposal with you at your convenience. If this proposal meets with your approval, please indicate your acceptance by signing below and returning one copy to Encompass, Inc. Upon receipt of your acceptance, 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

DISPATCH CENTER BUILDING - GRAND RAPIDS AIRPORT
PROFESSIONAL ENGINEERING SERVICES
LEAK EVALUATION
PROPOSAL DATED: JUNE 15, 2022

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

CITY OF GRAND RAPIDS

_____   Date: _____

Nathan Morlan
Facility Maintenance Manager/Building Official

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   proposal