

October 6, 2024

Andrew Stafford
Director of Economic Development
Manistee Area Chamber of Commerce
Downtown Development Authority
400 River Street
Manistee, MI 49660

RE: DDA Streetscape Engineering Services
Letter Agreement for Professional Services

To whom it may concern,

Thank you for inquiring about Spicer Group's services for your upcoming project. At your request, we propose to provide professional engineering services for the above-mentioned project (hereinafter called the "project").

Background:

This letter agreement is for planning for a future construction project involving new construction features, rehabilitation and improvements to the City of Manistee's River Street Streetscape from a previous engineering study. The project will involve in-depth collaboration with the Downtown Development authority, the City of Manistee, and other parties to become a successful project. To streamline the process, we anticipate that we will be meeting with the focus group only, and you will act as the liaison to other parties to avoid unnecessary work. Since there are so many conceptual ideas and parties involved, we also believe that it will be easiest to provide our services in phases.

It is our understanding you would like to begin with obtaining a preliminary cost estimate of construction from Spicer Group for the renderings that were provided by Rightside Design Group. We will only proceed with the other phases of work once authorized by you.

Data Provided by you:

- A. Streetscape Renderings
- B. 9/30 Review Notes

Scope of Basic Professional Services:

The scope of our services, method of payment and the understanding of our professional relationship are more fully described below. They are phased to reflect the orderly and reasonable progress of the project and unless otherwise directed by you, we will only proceed from one phase to the next with your concurrence and approval. This proposal will remain valid for 60 days.

I. Construction Cost Estimating Phase:

- A. Approximate measurements for the construction areas using the conceptual renderings that have been provided by Rightside Design Group.
- B. Develop an Engineer's Preliminary Estimate of Construction (PEC) using standard unit pricing for all the options provided in the renderings and 9/30 Review Notes document as discussed on September 30, 2024.
- C. Meet with the focus group to review the PEC's and wait for the next phase(s).

Deliverables:

- A. We will furnish you a copy of the PEC in a digital .pdf format.

Additional Services Offered:

Services not specifically listed in our scope of services are excluded from this letter agreement. However, to further clarify the limits of our scope of services, the following is a list of services you may wish to add.

- A. Formal bidding documents.
- B. Engineered construction plans.
- C. Construction specifications.
- D. Construction Engineering services.

We would perform these services only after you authorize the work via a Work Directive Change. Our fee for those additional services will be determined at the time they are rendered. For reference, we are including a copy of our Owner's Work Directive Change form.

Fee Schedule:

Our proposed fee schedule follows. We will submit monthly invoices to you for our basic professional services, additional authorized services, and any reimbursable expenses. Unless other payment arrangements are made, we will include any of our project sub-consultants costs on our invoice including a 15% fee to cover taxes, administration and insurance. Where the fee is a lump sum, the invoice amount will be based on the proportion of work actually completed during the billing period. Where the fee is hourly, the invoice amount will be based on the actual hours spent by our staff on your project billed at the hourly rate of each staff member.

I. Construction Cost Estimating Phase:

A lump Sum amount of \$4,000.

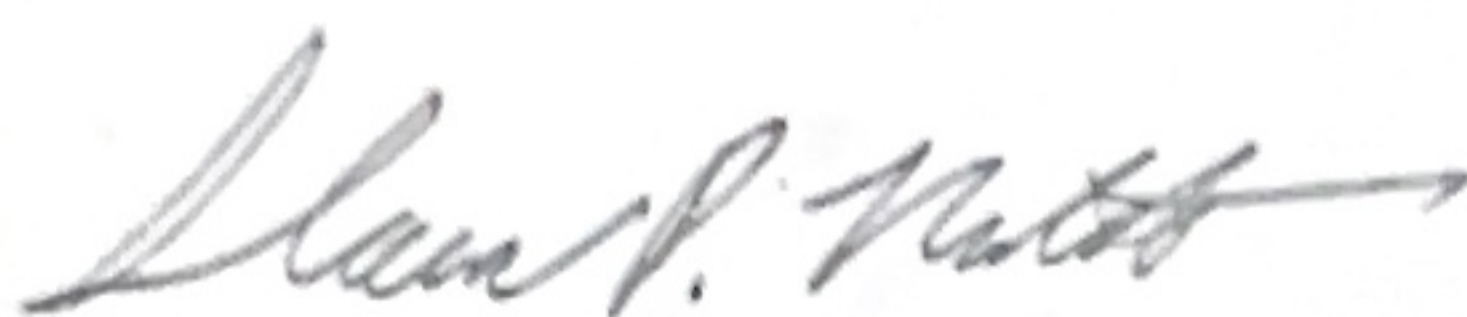
Total: \$4,000.

We have calculated these fees based on our understanding of the scope of the project. If the scope changes or our understanding was incorrect, we can discuss the option of adjusting the fee or the scope of services.

Included with this letter is a copy of the general conditions for our services that are part of this agreement. Any changes to this agreement must be agreed to by both of us in writing.

If this proposal meets with your approval, please acknowledge with an authorized signature below. Please return one executed copy to us and maintain the other for your records.

We deeply appreciate your confidence in Spicer Group and look forward to working with you on this project.



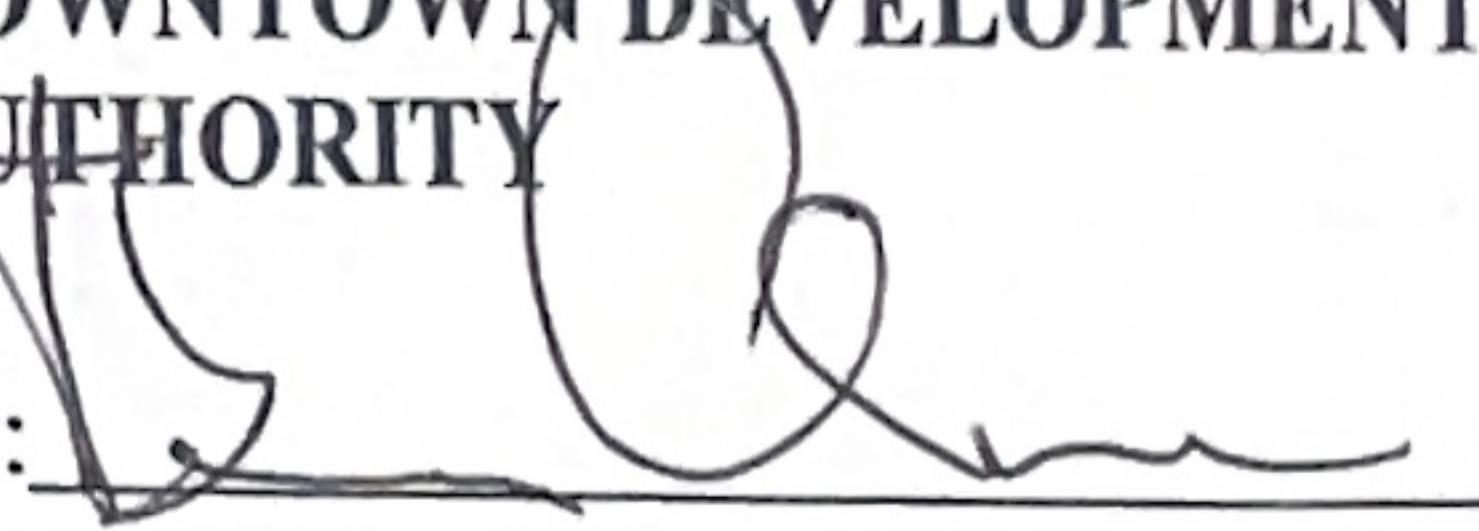
Shawn Middleton, PE, CFM
Principal in Charge
SPICER GROUP, INC
mailto: shawnm@spicergroup.com



Lucas Richardson, PE
Project Manager
SPICER GROUP, INC
302 River St.
Manistee, MI 49660
Phone: (231) 668-1107
mailto: lucas.richardson@spicergroup.com

Above proposal accepted and approved
by Owner.

**DOWNTOWN DEVELOPMENT
AUTHORITY**

By: 
Authorized Signature

Date: 10/9/2024

Attachments:

- General Conditions