

February 8, 2022

Adam Smith
Manager
City of Grand Ledge
310 Greenwood Street
Grand Ledge, MI 48837

**Proposal for Professional Services
Wastewater Collection System Infiltration and Inflow Analysis**

Dear Mr. Smith:

Fishbeck is pleased to provide the City of Grand Ledge (City) this proposal to provide engineering services related to the infiltration and inflow (I/I) analysis for the wastewater collection system in accordance with the State Revolving Fund (SRF) requirements.

Statement of Understanding

The City owns and operates its wastewater collection system and the Grand Ledge Wastewater Treatment Plant (WWTP). The City is interested in pursuing funding for collection system and WWTP improvements through the SRF Program. To apply for SRF funding, the City is required to include an I/I analysis to show which wastewater collection and treatment system improvements are the most cost-effective solution for handling wet weather flows.

The City will also need to demonstrate, through hydraulic modeling, that the collection system will be able to convey normal and wet weather flows to the WWTP. The City has an existing model calibrated to flow monitoring data collected for its 2008 SRF Project Plan. Additional flow monitoring was completed in portions of the system in 2017 and 2018 in preparation for the Project Performance Certification. To meet the requirements of the SRF submittal, additional flow monitoring will need to be completed in the portions of the City that were not updated in 2017 and 2018, and the model must be recalibrated to include both spring and summer hydrology to meet current Michigan Department of Environment, Great Lakes, and Energy (EGLE) standards.

The work will need to be completed in two phases. An I/I summary based on the results of the flow monitoring study will need to be completed by May 1, 2022, for inclusion in the draft SRF Project Plan. The recalibration of the hydraulic model will be completed in early fall after the flow monitoring is completed. This schedule will allow for minor updates to the SRF Project Plan prior to final acceptance by EGLE in December.

Scope of Services

Fishbeck proposes the following scope of services:

Flow Monitoring

1. Install flow meters at three locations from March to July: upstream of the West Jefferson and West River Pump Stations and on Spring Street.
2. Install a temporary rain gauge at the WWTP.

3. Download the data on a bi-weekly basis and review the data.
4. Prepare an I/I summary for inclusion in the draft SRF Project Plan.
5. Preliminarily size the collection system improvements based on the existing hydraulic model for inclusion with the draft SRF Project Plan.
6. Recalibrate the hydraulic model based on the 2022 flow monitoring data and run a continuous simulation using 20 years of local historical rainfall data to confirm the sizing of the proposed improvements.

Schedule

Fishbeck is proposing to install the flow meters and rain gauge prior to March 1, 2022, allowing for flow monitoring to occur from March 1, 2022, through August 1, 2022. Fishbeck plans to provide the draft I/I summary for inclusion in the SRF Project Plan by May 1, 2022. The model recalibration and confirmation of collection system improvements will be completed by December 1, 2022.

Professional Services Fees

We propose to complete the outlined scope of services on an hourly and expense basis, with a not-to-exceed fee of Forty-Seven Thousand Six Hundred Seventy-One Dollars (\$47,671). The following table provides a breakdown of the proposed fee including the anticipated level of effort for each task. Actual billing will be based on actual level effort required to complete each task.

Task	Estimated Labor Hours	Time & Material Average Hourly Billing Rate (\$/HR)	Not to Exceed Fee
Flow Monitoring			
Equipment			\$9,000
Installation, Downloading, and Removal	57	\$119	\$6,783
Confined Space Entry Support	32	\$100	\$3,200
Data Review and Quality Assurance	40	\$116	\$4,640
Flow Monitoring Subtotal			\$23,623
I&I Analysis and Modeling			
I/I Analysis	48	\$119	\$5,712
SRF Report Write-Up	56	\$131	\$7,336
Hydraulic Modeling and Capacity Review	88	\$125	\$11,000
I/I Analysis and Modeling Subtotal			\$24,048
Total			\$47,671

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Nicole A. Curtin (nacurtin@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

We appreciate this opportunity to submit our proposal and look forward to working with the City to complete the wastewater collection system I/I analysis for inclusion in the SRF Project Plan. If you have any questions or require additional information, please contact me at 616.464.3848 or jredner@fishbeck.com.

Sincerely,



Joshua W. Redner, PE
Senior Water & Wastewater Engineer



Jeffrey J. Brown, PE
Senior Vice President

Attachments

By email

Copy: Adam Smith – City of Grand Ledge
Kurt Ristow – City of Grand Ledge
Erin H. Szczegielniak, PE – Fishbeck
John A. Willemin, PE – Fishbeck

Professional Services Agreement

PROJECT NAME Grand Ledge Wastewater Collection System Infiltration and Inflow Analysis
FISHBECK CONTACT Joshua W. Redner, PE
CLIENT City of Grand Ledge
CLIENT CONTACT Adam Smith
ADDRESS 310 Greenwood Street, Grand Ledge, MI 48837

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Provide professional engineering services in accordance with Fishbeck letter proposal dated February 8, 2022.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated February 8, 2022.
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Budget for Above Scope of Services: Not to Exceed Forty-Seven Thousand Six Hundred Seventy-One Dollars (\$47,671).

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:

City of Grand Ledge

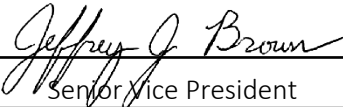
BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

BY:  _____

TITLE: Senior Vice President

DATE: February 8, 2022

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services