

February 10, 2022

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

**Proposal for Professional Engineering Services
Grand Ledge WWTP Expansion and Sanitary Sewer Collection System Improvements
Clean Water State Revolving Fund Project Plan Development**

Dear Adam:

Fishbeck is pleased to provide this proposal to assist the City in applying for financing for upcoming wastewater treatment plant (WWTP) and collection system improvements through the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Clean Water State Revolving Fund (CWSRF).

Background

Collection System

The collection system was originally a combined sewer system, but the City completed construction of a sewer separation project in 1991. The sanitary sewer system is comprised of seven pump stations, over 40 miles of gravity sewer, over two miles of force main, and includes three river crossings.

Despite the combined sewer separation program completion in 1991, peak wet weather events cause sanitary sewer overflows (SSOs) to occur. In 2010, upgrades were performed to both the West River Street Lift Station and the River Interceptor to further reduce the occurrence of SSO events. Persistent inflow and infiltration (I/I) continue to present issues during wet weather events and periodic SSO events persist.

Collection system improvements are intended to reduce I/I and increase collection system transport capacity to eliminate collection system SSO events. Collection system improvements will be further defined during the development of the CWSRF Project Plan.

WWTP

The Grand Ledge WWTP requires improvements to provide additional treatment capacity for the service area's residents, businesses, and industries. There is current demand for additional capacity from residential and commercial developments and the strong potential for future demand from industrial park growth. An evaluation of the wastewater treatment system capacity was conducted by Fishbeck in 2017. This study determined the WWTP was at 73% of the current 1.5 million gallon per day (MGD) hydraulic capacity and was exceeding the biological treatment capacity; therefore, the WWTP currently does not have excess capacity for future growth and continued development.

The WWTP capacity is recognized as the limiting factor to regional development in the area. The City has been unable to accept new industrial business interested in building in the area due to a lack of sanitary service

capacity. Based on results from the Basis of Design report, the WWTP facilities need to be expanded to treat an average daily flow of 3.9 MGD. Fishbeck worked with the City to evaluate alternatives to provide additional treatment capacity. As discussed in the Alternatives Analysis report, the City and Fishbeck found converting the existing conventional activated sludge plant to a membrane bioreactor (MBR) plant to be the recommended alternative for increasing the rated treatment capacity.

The City would like to secure CWSRF financing to address the collection system and WWTP improvements. The City has submitted an Intent to Apply for CWSRF financing. Fishbeck and the City met with EGLE officials to discuss the requirements of and opportunities for financing through the CWSRF program. EGLE officials have indicated this project has a strong potential for securing CWSRF financing and that this project would be considered a non-equivalency project, which eases some of the funding requirements.

Scope of Services

Fishbeck is experienced in working with the CWSRF program to secure project financing. We will use the information developed in the Basis of Design report and the Alternatives Analysis report as well as supplemental information to develop the Project Plan in accordance with CWSRF guidance. In addition to preparing the necessary report and funding application, Fishbeck is prepared to complete additional CWSRF requirements including:

1. Conduct environmental and historic preservation reviews, as required.
2. Complete a Fiscal Sustainability Plan.
3. Work with City officials to determine potential user cost impacts.
4. Develop and include funding agency required figures.
5. Incorporate information from the collection system I/I analysis into the draft Project Plan.
6. Provide public notice for and solicit public comments on the draft Project Plan.
7. Conduct a public hearing to present the draft Project Plan findings and receive feedback from the public and City officials.
8. Hire a court stenographer to provide a verbatim transcript of the public hearing for inclusion in the final Project Plan.
9. Incorporate public comments into the final Project Plan.
10. Assist the City in drafting a resolution to adopt the Project Plan and attend the City Council meeting to address questions that may arise while discussing the resolution.
11. Assist the City in communication and coordination with EGLE.
12. Address EGLE review comments on the final Project Plan.

Deliverables: Draft CWSRF Project Plan, Public Notice for the Draft Project Plan, Public Hearing Presentation, Final CWSRF Project Plan, Resolution to Adopt the CWSRF Project Plan, CWSRF Project Plan Submittal Form

Schedule

The final CWSRF Project Plan must be submitted to EGLE by June 1, 2022. A resolution to adopt the Project Plan and a verbatim transcript of the public hearing must be included in the final Project Plan. Additionally, a draft Project Plan must be publicly advertised and available for comment for 30 days prior to the public hearing. Fishbeck would publish the draft Project Plan for public comment by April 1, 2022. This would allow us to conduct the public hearing during the May 9, 2022, City Council meeting. If all questions have been adequately addressed during the presentation, City Council could move to pass a resolution to adopt the CWSRF Project Plan during the May 9, 2022, meeting. If questions need to be addressed, Fishbeck would work to provide responses prior to the

May 23, 2022, City Council meeting so that a resolution to adopt the CWSRF Project Plan could be adopted prior to the June 1, 2022, CWSRF Project Plan submittal deadline.

Fee and Schedule

We propose to complete the outlined scope of services on an hourly and expense basis for a not-to-exceed fee of Twenty-Three Thousand Two Hundred Fifty Dollars (\$23,250).

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 CWSRF 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

Attachments

By email

Copy: Dave Gutchess – City of Grand Ledge
Kurt Ristow – City of Grand Ledge
Erin H. Szczegielniak, PE – Fishbeck
John A. Willemin, PE – Fishbeck
Jeff J. Brown, PE – Fishbeck

Professional Services Agreement

PROJECT NAME Grand Ledge WWTP Expansion and Sanitary Sewer Collection System Improvements
Clean Water State Revolving Fund Project Plan Development

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 10, 2022.

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

- Terms and Conditions for Professional Services, attached.
- Proposal dated February 10, 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 Twenty-Three Thousand Two Hundred Fifty Dollars (\$23,250).

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:

City of Grand Ledge

BY: _____

TITLE: _____

DATE: _____

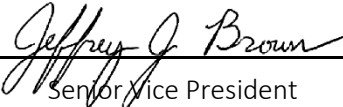
ACCEPTED FOR:

Fishbeck

BY: _____

TITLE: _____

DATE: _____


Senior Vice President

February 10, 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