

March 11, 2022

Kurt Ristow
Public Works Superintendent
City of Grand Ledge
Department of Public Service
310 Greenwood Street
Grand Ledge, MI 48837

**Proposal for Professional Engineering Services
City of Grand Ledge – DWSRF FY 2023 Project Plan Submittal**

Dear Kurt:

Fishbeck is pleased to provide this proposal to assist the City of Grand Ledge (City) in applying for funding for a new water treatment plant, a water main improvement, and a well development study using the State of Michigan's Drinking Water State Revolving Fund (DWSRF) program. The DWSRF program provides low-interest loans and the potential for grants through loan principal forgiveness for eligible water utility capital improvement projects.

The first step in obtaining funding for a DWSRF loan is to submit an Intent to Apply letter, which the City has already completed. The second step is to submit a DWSRF Project Plan for the desired project prior to the deadline of July 1, 2022, (since the City is targeting funding for Quarter 1.5 of the DWSRF financing schedule the project plan may be due sooner than July 1). This proposal describes our proposed scope and fee for submitting a project plan on the City's behalf. Fishbeck has already prepared a Preliminary Engineering Report (PER) for the City to obtain Rural Development Funding. The information collected and presented in the PER will be utilized to formulate part of the DWSRF project plan, reducing the level of effort to complete the plan.

Scope of Services

We propose to complete a project plan report for the City and to submit it to Michigan Department of Environment, Great Lakes, and Energy (EGLE) for approval. Three projects will be included in the project plan: the new water treatment plant project, a water main project, and a well development study.

A new iron removal water treatment plant for the City is currently in design. This new treatment plant will be constructed on the same site as the existing, aging treatment plant. The new plant will utilize horizontal pressure filters to remove iron, manganese, and radium. Chlorine gas will be used to chemically oxidize the incoming iron and provide disinfection residual. Hydrous manganese oxide will be added ahead of the pressure filters to adsorb the radium to allow it to be filtered. A backwash equalization tank will be constructed to control the flow of backwash to the sanitary system. In addition to the plant work, controls and electrical work will be done at the remote sites including, the booster station, elevated tanks, and wellhouses.

The Green Street Water Main project will be completed as part of the SRF Project Plan. This project includes the replacement of approximately 980 feet of 6-inch water main with 8-inch ductile iron water main along Green Street from Seminary to West South Streets. Replacement of the water main is recommended due to its age, history of breakage, and to improve distribution system hydraulic performance.

A hydrogeological study to identify potential groundwater well sites for the City is proposed as part of the SRF Project Plan. The City is limited in the amount of groundwater that can be supplied with the existing groundwater wells and has had issues in finding sites for wells close to the existing wellfield, due to concerns of over-pumping from the aquifer local to the wellfield. Thus, a study is needed to find other potential sites for new groundwater supply wells. This study will include test wells, capacity testing, and water quality testing of the potential sites. When potential sites are identified and approved by the City as part of the plan (or already identified before the initiation of the plan), each potential site will be provided an estimated cost for drilling a supply well, equipping the well with a pump, construction of a wellhouse, and construction of a raw water main to the WTP. As part of the project plan, a certain number of wells and an estimated budgetary cost will be assumed to be constructed in a future fiscal year.

Our proposed scope meets the requirements described in the DWSRF Project Plan Preparation guidance document, including the prescribed evaluation of project alternatives. The list below provides an overview of proposed scope:

Provide a summary of the Project Background, including Population Projections, Water Demand Projections, Existing Facility Summary, and Summary of Project Need.

1. Analysis of Alternatives. As part of the project plan, EGLE requires an analysis of alternatives to resolve any issues identified. These should include:
 - a. A No-Action Alternative.
 - b. Optimizing performance of existing facilities.
 - c. Regional water supply alternatives.

We will include an analysis of these items in our evaluation.

2. Detailed evaluation for each of the Principal Alternatives, including:
 - a. Present Worth Analysis.
 - b. Environmental Evaluation.
 - c. Implementability and Public Participation.
 - d. Technical Considerations.
3. Description of Selected Alternative. The project plan will include a more detailed description of the Selected Alternative, including a basis of design summary, maps, schedules, and cost estimates.
4. Environmental Evaluation of Selected Alternative. This includes a review of the following items that could be impacted by the project:
 - a. Historical and archaeological resources.
 - b. Land and Water interface.
 - c. Endangered Species.
5. Mitigation Measures. Where adverse impacts are unavoidable, a plan for mitigation must be developed.
6. Public Participation. Public engagement and participation in the planning process are required. This includes public meetings, a public hearing, and formal adoption of the Project Plan by the City. It is assumed that these meetings can be attended virtually by Fishbeck.

Project Equivalency

Based on input from EGLE received in several ITA meetings this year, we expect that this project will be non-equivalent. Our scope and fee assume the project is non-equivalent.

Project Schedule

The deadline for completing the Project Plan, including the items described above, is ostensibly July 1, 2022. However, to keep the same bidding schedule initially presented to the City, a Quarter 1.5 DWSRF financing schedule is being targeted by Fishbeck. Due to the early financing schedule, the project plan will need to be completed by May 5, 2022. A proposed schedule, verified with the DWSRF project manager, is presented in Table 1.

Table 1 – DWSRF Proposed Schedule

	Task	Date of Completion
1.01	Begin work on Project Plan	1/18/2022
1.02	Level 2 QA/QC	3/21/2022
1.03	To Administrative Assistant	3/23/2022
1.04	Submit Draft Project Plan for Owner Review	3/30/2022
1.05	Submit Draft Project Plan for Public Review/Notice	4/6/2022
1.06	Public Notice Clearance for Project Plan	5/6/2022
1.07	Public/City Council Meeting to Approve Project Plan	5/9/2022
1.08	Submit Project Plan	5/19/2022
1.09	Receive Comments from EGLE on Project Plan	5/25/2022
1.10	Submit Answers to EGLE Comments	6/24/2022
1.11	Publication of Environmental Assessment	9/27/2022
1.12	Submittal of DWSRF Application Part I	10/11/2022
1.13	Submittal of DWSRF Application Part II	10/11/2022
1.14	Public Notice Clearance of EA	10/27/2022
1.15	EGLE Final Approval of Project Plan	10/27/2022
1.16	Submittal of DWSRF Application Part III	12/13/2022

Professional Services Fees

We propose to complete the scope of services described herein for an hourly not-to-exceed fee of Seventeen Thousand Dollars (\$17,000).

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 Darcy McWilliams (dmcwilliams@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.

If you have any questions or require additional information, please contact me at 616.464.3809 or djbaar@fishbeck.com.

Sincerely,



David J. Baar, PE

Vice President/Senior Water & Wastewater Engineer

By email

Professional Services Agreement

PROJECT NAME City of Grand Ledge – DWSRF FY 2023 Project Plan Submittal
FISHBECK CONTACT David J. Baar, PE
CLIENT City of Grand Ledge
CLIENT CONTACT Kurt Ristow
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 March 11, 2022

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

- Terms and Conditions for Professional Services, attached.
- Proposal dated March 11, 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: Seventeen Thousand Dollars (\$17,000).

ADDITIONAL PROVISIONS (IF ANY): None

APPROVED FOR:

City of Grand Ledge

BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

BY:  _____

Vice President/Senior Water & Wastewater
Engineer

DATE: March 11, 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