

**Grand Ledge City Council Resolution #\_\_\_\_\_ of 2022**

**A Resolution to Approve a Proposal from Fishbeck for Professional Engineering Services for a Drinking Water Asset Management Grant.**

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 10 October 2022, in the Council Chambers, City Hall, 310 Greenwood St., Grand Ledge MI 48837, in compliance with the Open Meetings Act, as amended.

**Whereas**, the City of Grand Ledge, Michigan (“City”) is a municipal corporation organized under the provisions of the Home Rule City Act, Public Act 279 of 1909, as amended, and is governed by the provisions of the Grand Ledge City Charter adopted 07 August 2018, as amended (“Charter”); and

**Whereas**, Charter §13.1A provides:

“The power to make and to authorize the making of contracts on behalf of the City is vested in the City Council and shall be exercised in accordance with the provisions of law”; and

**Whereas**, Fishbeck presented a proposal for professional engineering services for a Drinking Water Asset Management Grant; and

**Whereas**, the City Council reviewed the proposal for professional engineering services for a Drinking Water Asset Management Grant;

**Now, Therefore, It Is Resolved:**

1. The City approves a proposal from Fishbeck for Professional Engineering Services for a Drinking Water Asset Management Grant, dated 19 September 2022, as attached.
2. The City directs the City Manager and Finance Director / Treasurer to appropriate the funds necessary to implement said proposal
3. The City Manager, or their duly authorized agent or representative, is authorized and directed to implement said proposal on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to implement said proposal on behalf of the City of Grand Ledge; to preserve and protect the rights, duties and obligations of the City thereunder; and to do any act or thing required by statute, Charter, ordinance, rule, regulation or other provision of law in order to implement said proposal.

**Motion by**

**Second by**

**Ayes:**

**Nays:**

**Absent:**

Approved:

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Keith O. Mulder, Mayor

I, Gregory L. Newman, Grand Ledge City Clerk, certify this is Resolution #\_\_\_\_\_ of 2022, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 10 October 2022; in the Council Chambers, City Hall, 310 Greenwood St., Grand Ledge MI 48837, in compliance with the Open Meetings Act, as amended.

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Gregory L. Newman, City Clerk

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September 19, 2022

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

**Proposal for Professional Engineering Services  
Drinking Water Asset Management Grant**

Dear Kurt,

Fishbeck is pleased to provide this proposal for assistance with the City's Drinking Water Asset Management (DWAM) Grant. The scope of services is based on the Michigan Department of Environment, Great Lakes, and Energy (EGLE) approved DWAM Grant Application Project Summary dated August 2, 2022 (attached).

## Statement of Understanding

On behalf of the City, Fishbeck submitted the initial application for a DWAM grant on December 30, 2020, and assisted with the EGLE's requested application revisions, which were submitted on August 2, 2022. The application revisions were approved by EGLE on August 8, 2022. EGLE is currently drafting an agreement to award the City a \$343,500 DWAM Grant. The City requested Fishbeck's assistance with the Water Asset Management Plan (WAMP) update, Geographic Information System (GIS) development and training, and overall DWAM Grant project management.

We understand the City will be completing the distribution system materials inventory (DSMI) task of the DWAM Grant, with coordination assistance and GIS support provided by Fishbeck. The City will also handle the purchasing of equipment under the DWAM Grant, including two tablets and two additional Esri ArcGIS software licenses, along with renewing the annual Esri ArcGIS subscription.

## Scope of Services

### WAMP Updates

A WAMP report is a living document that needs to be regularly reviewed and updated to reflect changes in the system. Under the DWAM Grant, Fishbeck will update the City's WAMP, which was completed in December 2017 in accordance with EGLE requirements. The update will incorporate changes to the system since the completion of that report as well as fully develop the asset management program in the five core components:

- Asset Inventory
- Criticality Analysis
- Level of Service Goals
- Capital Improvement Planning (5-Year and 20-Year)
- Funding Structure and Rate Methodology

In addition, a plan to replace lead service lines in the City’s system will be added to the WAMP.

## Water System GIS Development and Training

Fishbeck will update the City’s distribution system asset inventory in the GIS database. The distribution system includes 49 miles of water main, 390 hydrants, and 550 valves. Support will be provided to develop and maintain the current GIS database and ArcGIS Online interface, including adding assets located by the City. Additionally, material, diameter, age, and photos of the water system assets will be incorporated into the GIS database to create water system maps.

Fishbeck staff will provide customized in-person hands-on GIS training to City staff. Training materials will be developed to include step-by-step procedures for using GIS applications pertinent to the City’s water system.

GIS support will also be provided for the DSMI task for those service lines already identified, allowing the City to keep consistent digital records of service line materials throughout the system. A digital data collection form will be developed to facilitate data collection. Onsite GIS training will be provided with this digital form.

## Project Management

Fishbeck will perform overall DWAM Grant project management and coordination of task activities, handling the submittal of monthly Financial Status Reports (FSRs) to EGLE. The City will provide Fishbeck with a detailed summary of time City staff incurred for DWAM Grant work. The summary should include staff name, title, hours worked, per hour compensation (wages and fringe benefits), and a description of the service the employee provided. The City will also provide invoices for equipment purchases. This information will be used as supporting documentation to include in the FSRs. The City will then receive reimbursement through the state’s SIGMA Vendor system.

## Schedule

The DWAM Grant funds are available to complete the work for three years from the date the grant agreement is signed. Fishbeck is prepared to begin this work upon execution of the grant and approval of this letter proposal.

## Professional Services Fee

Fishbeck proposes to complete referenced scope of services on a time and materials basis for a not-to-exceed fee of One Hundred Forty Thousand Dollars (\$140,000). The cost breakdown is as follows:

WAMP Updates	\$30,000
Water System GIS Development and Training	\$96,000
Project Management	\$14,000
<b>Total Fee</b>	<b>\$140,000</b>

## 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 Patricia M. Barnard ([pbarnard@fishbeck.com](mailto:pbarnard@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 look forward to partnering with the City on this project. If you have any questions or require additional information, please contact me at 517.887.4009 or [defalkowski@fishbeck.com](mailto:defalkowski@fishbeck.com).

Sincerely,



**Deann E. Falkowski, PE**

Senior Civil Engineer

Attachments

By email

Copy: Jeff Brown – Fishbeck  
Colin McCorkle – Fishbeck

## Professional Services Agreement

PROJECT NAME      Drinking Water Asset Management Grant  
FISHBECK CONTACT      Deann E. Falkowski, 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 September 19, 2022.

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

- Terms and Conditions for Professional Services, attached.
- Proposal dated September 19, 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: One Hundred Forty Thousand Dollars (\$140,000).

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:

City of Grand Ledge

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED FOR:

Fishbeck

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

  
Senior Vice President

September 19, 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**