

**Grand Ledge City Council Resolution #53 of 2022**

**A Resolution to Approve a Proposal from Fishbeck for Design and Bidding Engineering for Well 9 Hydrogeological Investigation Stage 1 – Sandstone Creek Evaluation.**

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

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

1. The City approves a proposal from Fishbeck for Well 9 Hydrogeological Investigation Stage 1 – Sandstone Creek Evaluation, 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** Gillespie

**Second by** MacDowell

**Ayes:** Gillespie, Lantz, MacDowell, Mulder, Willems

**Nays:** None

**Absent:** Jancek

Approved:

Keith O. Mulder



---

Keith O. Mulder, Mayor

I, Gregory L. Newman, Grand Ledge City Clerk, certify this is Resolution #53 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.

Handwritten signature of Gregory L. Newman in blue ink.



---

Gregory L. Newman, City Clerk

October 4, 2022

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

**Proposal for Professional Services**  
**Well 9 Hydrogeological Investigation Stage 1 – Sandstone Creek Evaluation**

Adam:

Fishbeck is pleased to provide the City of Grand Ledge (City) with this proposal for Stage 1 of a comprehensive hydrogeological investigation related to Well 9. A Draft Updated Work Plan and Proposal for the full hydrogeological investigation was sent to you September 23, 2022 and is attached for your reference.

## Stage 1 Scope of Services

Stage 1 of the hydrogeological investigation consists of evaluation of Sandstone Creek with respect to its hydraulic connection (or lack thereof) to the aquifer from which Well 9 would withdraw water. The potential for an adverse impact (ARI) to Sandstone Creek is one of the primary concerns of the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

As described in the attached comprehensive Work Plan, Stage 1 includes both a Geologic Records Review and Sandstone Creek Evaluation. At the City's request, the Geologic Records Review will be delayed until after the Sandstone Creek Evaluation which is more time-sensitive due to the current flow conditions of Sandstone Creek and impending winter. Accordingly, this Stage 1 proposal includes only the Sandstone Creek Evaluation which consists of the following tasks:

- Task 1 - Stream Reconnaissance
- Task 2 - Piezometer and Stilling Well Installation and Monitoring
- Task 3 - Streamflow Monitoring

*Task 1* has already completed under a separate authorization from the City; the reconnaissance identified likely locations for the piezometer and stilling well installations.

*Task 2* includes the installation of up to five pairs of stilling wells and streambed piezometers. This task also includes the purchase and installation of datalogging pressure transducers which can be programmed to record water levels at regular intervals over long periods of time. The dataloggers will be downloaded approximately every three weeks until December; if results are promising, the dataloggers would likely be redeployed in April.

*Task 3* consists of up to six streamflow monitoring events conducted approximately weekly using U.S. Geological Survey (USGS) standard methods for streamflow measurements. If possible, streamflow monitoring events will not be conducted within 72 hours of significant precipitation. If it can be shown that Sandstone Creek has a flow that is less than 1 cubic foot per second, the City's chances of EGLE allowing Well 9 activation may increase.

Details regarding the methods, limitations, and assumptions for each task are provided in the attached Work Plan and Proposal dated September 23, 2022.

The data collected during the Stage 1 tasks will improve our understanding of the hydrologic system and the chances of eliminating or reducing EGLE’s concern of Well 9 pumping causing an ARI to Sandstone Creek. However, it should be noted that even if the results of Stage 1 are promising, other obstacles to permitting of Well 9 will remain such as EGLE’s standard isolation distance requirements.

## Scheduling

It is anticipated that Stage 1 field activities will begin within 7 days following the City’s approval of the Work Plan. The intention of the rapid response is to establish accessible stream flow monitoring stations, and to collect data weekly for the month of October at a minimum.

## Professional Services Fees

As noted above, Task 1 has been completed under separate authorization from the City. Fishbeck has estimated initial fees for Task 2 and Task 3 described above and the costs are summarized as follows:

<b>Task 2 - Installation of Stream Piezometers and Stilling Wells</b>	<b>\$20,000</b>
<i>Includes Equipment Purchases (dataloggers and well materials)</i>	<i>\$10,500</i>
<b>Task 3 - Six Monitoring Events including Datalogger Downloads</b>	<b>\$19,500</b>
<i>Per Event</i>	<i>\$3,250</i>
<b>Total Stage 1 Estimate:</b>	<b><u>\$39,500</u></b>

## Authorization

Fishbeck will provide these services on a time-and-materials basis with an understanding that the not-to-exceed estimated fee associated with this defined scope will not be exceeded without the City’s 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 Ariane Savoy ([asavoy@fishbeck.com](mailto:asavoy@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 616.340.4131 or [begillett@fishbeck.com](mailto:begillett@fishbeck.com).

Sincerely,



**Bruce E. Gillett, CPG**

Senior Hydrogeologist

Attachments

By email

Copy: Kurt Ristow – City of Grand Ledge  
Charles Barbieri – Foster, Swift, Collins & Smith, PC  
John A. Willemin, PE – Fishbeck  
Joel Henry – Fishbeck

## Professional Services Agreement

**PROJECT NAME** Well 9 Hydrogeological Investigation – Stage 1  
**FISHBECK CONTACT** Bruce E. Gillett, CPG  
**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:** Evaluation of Sandstone Creek in accordance with the attached Fishbeck proposal letter, dated October 4, 2022.

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

- Terms and Conditions for Professional Services, attached.
- Proposal dated October 4, 2022
- Other:

**METHOD OF COMPENSATION:**

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

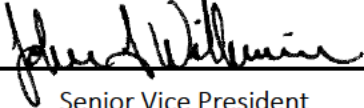
**Budget for Above Scope of Services:** Thirty-Nine Thousand Five Hundred Dollars (\$39,500)

**ADDITIONAL PROVISIONS (IF ANY):** None.

**APPROVED FOR:**  
City of Grand Ledge

**BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**ACCEPTED FOR:**  
Fishbeck

**BY:**  \_\_\_\_\_  
**TITLE:** Senior Vice President  
**DATE:** October 4, 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**