

Grand Ledge City Council Resolution #_____ of 2022

A Resolution to Approve a Proposal from Fishbeck for Well #9 Hydrogeological Investigation Stage 2 – Shallow Monitoring Well Installation.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 12 December 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, the City desires to move forward with Stage 2 of Well #9 hydrogeological investigation; and

Whereas, Fishbeck has provided a proposal for professional services to install a shallow monitoring well as part of Well #9 Stage 2 hydrogeological investigation;

Now, Therefore, It Is Resolved:

1. The City approves a proposal from Fishbeck for Well #9 Hydrogeological Investigation Stage 2 – Shallow Monitoring Well Installation, 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:

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, 12 December 2022; in the Council Chambers, City Hall, 310 Greenwood St., Grand Ledge MI 48837, in compliance with the Open Meetings Act, as amended.

Gregory L. Newman, City Clerk

December 6, 2022

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

Proposal for Professional Services

Well 9 Hydrogeological Investigation Stage 2 – Shallow Monitoring Well Installation

Fishbeck is pleased to provide the City of Grand Ledge (City) with this proposal for Stage 2 of a comprehensive hydrogeological investigation related to Well 9. The *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 2- Shallow Monitoring Well Installation and Geologic Records Review

The Stage 2 proposal includes the following tasks:

- Task 1 – Geologic Records Review
- Task 2 – Monitoring Well Installation and Monitoring

Task 1 - Fishbeck proposes to further advance a conceptual site model by conducting a file review of the former Bob's Marathon site and other nearby sites of environmental contamination. Specifically, Fishbeck will review the construction, operation, and analytical data from the former barrier well located between the wellfield and Bob's Marathon, as well as water levels, groundwater flow maps, and boring logs from the numerous monitoring wells installed at the site. The objective of the file review is to better characterize the relationship between the overburden and bedrock aquifer, between the overburden and Sandstone Creek, and to characterize the continuity of low permeability layers. The records review was originally to have been completed under Stage 1 of the hydrogeologic investigation, but was delayed until after the Sandstone Creek evaluation due to the time-sensitive need to evaluate baseline flow this fall.

Task 2 - Up to seven new shallow monitoring wells will be installed at the approximate locations shown on Figure 2 of the Updated Work Plan and Proposal. Four of these locations were originally proposed by Fishbeck in November 2020, and three additional locations were recommended by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) in their January 2021 review of the November 2020 Work Plan. The monitoring wells will be installed in suspected areas of unconsolidated sand and gravel deposits identified in the site conceptual model. Currently, the well installation plan consists of the following:

- One monitoring well will be installed in the sand and gravel deposits identified from 18 to 25 feet below ground surface (bgs) in the vicinity of OW 10, located approximately 900 feet west of PW 9.
- One monitoring well will be installed in the sand and gravel deposits at the potential gravel mining operation, located approximately 1,000 feet northwest of PW 9, in an area located in the vicinity of the estimated locations of glacial outwash and esker sand and gravel deposits as mapped by the referenced geological reports.

- One monitoring well will be installed approximately 2,700 feet northeast of PW 9, in an area where three residential wells indicated sand and gravel in contact with bedrock.
- One monitoring well will be installed near bedrock well MW 201 (former Bob's Marathon monitoring well), located approximately 1,800 feet northeast of PW 9. The well log for MW 201 did not indicate any sand layers, but geological description was based on soil cuttings from hollow stem auger drilling and the log indicated wet clay at 15 to 28 feet.
- Per EGLE's January 14, 2021, letter, three additional monitoring wells were recommended by EGLE. Two shallow overburden wells will be installed approximately 55 feet northwest of production well PW 9, and between 160 to 260 feet northwest of PW 9; and one additional well will be installed to the south of PW 9.

Overburden stratigraphy at each location will be evaluated by direct push methods (i.e., earthprobe) before the monitoring wells are drilled. At each location, a continuous soil profile will be collected and water bearing sediments (sand, silt) will be noted. The direct push borings will terminate at the top of the sandstone bedrock, or a maximum depth of 50 feet. The stratigraphy will be used to plan monitoring well screen depth, or to rule out monitoring well installation if only clay is observed at a given location.

The monitoring wells will be installed using hollow stem auger drilling techniques. Split-barrel samples will be collected only in the anticipated screened interval at each location based on the direct push borings. The purpose of the split barrel soil samples will be to confirm the presence/absence of saturated sediments.

The samples will be described by a geologist from Fishbeck and a log prepared for each boring/well. The proposed monitoring wells will be installed to the desired depth through the hollow-stem augers. The monitoring wells will be constructed using 2 inch-diameter polyvinyl chloride (PVC) casing with a 5-foot long, 0.010-inch slot, mill slot PVC screen. An appropriately sized sand filter pack will be placed in the annulus surrounding the screen, from the base of the screen to approximately 2 feet above the top of the screen. A bentonite slurry, granular bentonite, or bentonite chip will be placed into the remaining annulus from the top of the sand pack to ground surface. Each well will be equipped with an aboveground locking protective casing and a vented cap. The monitoring wells will be developed using pumping/surging techniques. Development will continue until the discharge water is visibly clear of fines and a minimum of ten volumes is removed. Drilling and development equipment will be cleaned between boring locations using a high-pressure steam cleaner. Soil cuttings and development/decontamination water will be transported to a clean roll off dumpster box for clean disposal elsewhere.

A monitoring well will not be installed if saturated sand is not encountered during drilling at any of the four locations. The proposed locations are also subject to obtaining access.

Following construction, the seven wells will be instrumented with datalogging pressure transducers to evaluate the relationship between shallow groundwater and Sandstone Creek, and to evaluate the effects of routine operation of the Grand Ledge wellfield on shallow groundwater levels.

The wells will be located by a licensed surveyor to an accuracy of 0.1 foot, and the ground surface and top of casing elevation will be measured to 0.01 foot according to standard survey datum (NAVD88). Additionally, during the same survey the six stilling wells and four drive points installed in Sandstone Creek in October 2022 will also be located and measured. At the conclusion of the drilling program, and in combination with other site data obtained through the investigation, Fishbeck will prepare stratigraphic cross sections illustrating findings. The findings will be presented to the City before proceeding with Stage 3 testing.

The proposal assumes that investigative-derived wastes (IDW), primarily drill cuttings, will be disposed by the drilling contractors in a centrally-located roll-off dumpster, which Fishbeck will arrange for disposal (likely Granger Landfill). It is assumed that Fishbeck will complete the onsite paperwork, but that the City will be designated as the generator and need to sign the waste manifest. Soils near the former Bob's Marathon site will be screened for

volatile organic compounds (VOCs), and it is assumed that one or more soil samples will need to be analyzed for VOCs and other waste-related parameters before landfill acceptance. Fishbeck has included an estimated cost for soil disposal in this Work Plan.

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

The data collected during the Stage 2 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 2 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 2 field activities will begin within seven days following the City's approval of the Work Plan.

Fishbeck will coordinate with City personnel to arrange access to the properties on which drilling activities are proposed. It is anticipated that access can potentially be gained during December 2022, with the objective of starting the field portion of the drilling program in January (earthprobe first, followed by well installation by hollow-stem auger). The records review will begin in December, beginning with any records in the possession of the City; it is expected that EGLE may take several weeks or more to respond to a FOIA records request.

Professional Services Fees

Fishbeck has estimated initial fees for Task 1 and Task 2 described above and the costs are summarized as follows:

Task 1 - Records Review	\$13,000
Task 2 - Monitoring Well Installation, and Presentation of Data	<u>\$65,000</u>
<i>Includes Drilling Subcontractors and Expenses</i>	<i>\$39,000</i>
Total Stage 2 Estimate:	<u>\$78,000</u>

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 Therese Cotter (tcotter@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.

Sincerely,

A handwritten signature in black ink that reads "Bruce E. Gillett". The signature is written in a cursive, flowing style.

Bruce E. Gillett, CPG
Senior Hydrogeologist

Attachments

By email

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

Professional Services Agreement

PROJECT NAME Well 9 Hydrogeological Investigation Stage 2 – Shallow Monitoring Well Installation
FISHBECK CONTACT Bruce E. Gillett, CPG
CLIENT City of Grand Ledge
CLIENT CONTACT Adam Smith, City Manager
ADDRESS 310 Greenwood Street, Grand Ledge, MI 48837

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Well 9 Hydrogeological Investigation Stage 2 – Shallow Monitoring Well Installation, as described in our December 6, 2022, proposal.

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

- Terms and Conditions for Professional Services, attached.
- Proposal dated December 6, 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 estimated fee of Seventy-Eight Thousand Dollars (\$78,000).

ADDITIONAL PROVISIONS (IF ANY): 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.

APPROVED FOR:

City of Grand Ledge, Michigan

BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

BY: _____

TITLE: _____

DATE: _____



Senior Vice President

December 6, 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