

**Grand Ledge City Council Resolution # \_\_\_\_\_ of 2023**

**A Resolution to Approve a Proposal from Fishbeck for Construction Engineering and Construction Observation Services for the Well #2 Raw Water Main Project.**

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 12 June 2023, 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 construction engineering and construction observation for the Well #2 Raw Water Main project; and

**Whereas**, Fishbeck has provided a proposal for construction engineering and construction observation services for the Well #2 Raw Water Main project;

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

1. The City approves a proposal from Fishbeck for construction engineering and construction observation services for the Well #2 Raw Water Main project.
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; to do any other act(s) or thing(s) which shall be necessary to implement said proposal on behalf of the City; 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 2023, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 12 June 2023; 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

June 7, 2023

Kurt Ristow  
Public Works Superintendent  
City of Grand Ledge  
310 Greenwood St.  
Grand Ledge, MI 48837

**Proposal for Construction Engineering and Construction Observation Services  
Grand Ledge Raw Water Main SRF Project # 7735-01**

Kurt:

Fishbeck appreciates the opportunity to submit this proposal to provide construction engineering and observation services to the City of Grand Ledge for the referenced project. Fishbeck has completed the design and the project is currently out for bids with an anticipated bid opening date of June 15, 2023. The preliminary, final design engineering and bidding phase costs were \$240,900. Fishbeck has extensive experience inspecting municipal water construction projects, providing services consistent with applicable standards for local agency projects, and is ready to provide the services detailed below.

## Scope of Services

Fishbeck will provide project administration, construction observation, measurement, computation, and documentation of quantities, reporting and recordkeeping, construction staking, and finalization of all project documentation for construction work to be performed by the contractor until completion and acceptance of the project by the City of Grand Ledge.

The Fishbeck team will comply with National Pollutant Discharge Elimination System (NPDES) requirements. Our team understands that compliance with all SESC requirements is a critical component of construction observation duties, and that proper documentation is required per the standards established by Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Our construction engineering services will comply with all applicable federal and state laws and regulations. The project will be constructed in compliance with project construction contract, proposal, and plans, the MDOT 2020 Standard Specification for Construction, and all applicable references.

We will utilize Field Manager to provide electronic Inspector's Daily Reports, process pay estimates for completed work operations by the contractor and generate contract modifications. The Fishbeck project engineer will represent the City of Grand Ledge and will be available to answer any resident and/or business questions or concerns, as well as assist the city with project coordination and communication.

Fishbeck's experience on projects of a similar nature and cost will enable us to work through any potential issue that could arise on this project and make recommendations to mitigating potential cost increases that may be presented. We will work proactively to resolve all issues in a manner that best allows the project's schedule and budget to be maintained.

## Project Team and Responsibilities

Fishbeck proposes the following team for this project:

- **Project Engineer – Robb Welch, PE**
  - Coordinate aspects of this project in a manner consistent with the requirements of an MDOT Project/Resident Engineer.
- **Construction Manager – Cory Stenzel**
  - Serve as the point-of-contact for the City of Grand Ledge staff and contractor.
  - Be in responsible charge of the project on a daily basis.
  - Monitor the construction and engineering budgets and report findings to the City of Grand Ledge.
  - Confirm the Contractor required settlement monitoring is functioning and review the reports of the monitoring as construction operations are ongoing.
  - Promptly respond to all public concerns and complaints.
  - Resolve contentious issues with the contractor.
  - Available to investigate and provide/coordinate solutions to construction issues. Provide recommendations to the City of Grand Ledge staff.
  - Review IDRs, computations, and other project documentation.
- **Lead Technician – Don Winey**
  - Construction Observation (Resident Project Representative)
  - Act as onsite point-of-contact for field-related issues for the contractor.
  - Measure, document, and report all work performed.
  - Coordinate all construction staking needs.
  - Balance work item quantities daily with the contractor to ensure timely project closeout.
- **Office Technician- Nicole Montgomery**
  - Maintain all project documentation consistent with the City of Grand Ledge procedures and policies.
  - Import and process all IDRs and material certifications in FieldManager.
  - Prepare and process monthly pay estimates.
  - Help prepare contract modifications for the project engineer's review and signature.
- **Survey Technician – Nick Wiggers**
  - Review and check plan sheet elevations.
  - Review and check plan sheet detailed grades.
  - Provide construction staking for curb grades, alignment and requested staking from the contractor.

Fishbeck's cost proposal is based on the following assumptions:

- The active construction duration is 15 weeks, with additional hours for final punch list completion and required project closeout documentation.
- Construction Engineering and office technician services will be provided by Fishbeck.
- The Fishbeck inspector(s) will submit all required project documentation to Fishbeck's office technician using the latest version of FieldManager to document construction activities and work performed.
- Fishbeck will prepare project documentation according to City of Grand Ledge standards.
- Construction Manager hours are estimated as follows:
  - 12 hours for project set up and preconstruction meeting.
  - 7 hours per week during active construction (total of 15 weeks).
  - Additional hours for project closeout.

- Construction Oversight (Resident Project Representative) hours are estimated as follows:
  - 28 hours for initial startup, preconstruction meeting and project punch list oversight.
  - 55 hours per week during active construction (total of 15 weeks).
  - 20 hours for project closeout.
- Office Technician hours are estimated as follows:
  - 14 hours for initial Field Manager file setup and preconstruction meeting.
  - 6 hours per week over 15 weeks of active construction processing IDR's, pay estimates and project documentation.
  - 20 hours of project closeout.
- Testing and Survey Services
  - No testing services are anticipated at this time, as we understand the construction contract requires an allowance for material testing.
  - Survey Service were estimated for 88 hours over the course of the project.

## Professional Services Fees

- Fishbeck proposes to provide the services outlined herein on a lump sum basis for One Hundred Ninety Thousand Six Hundred Dollars (\$190,600) based on the following breakdown by task.

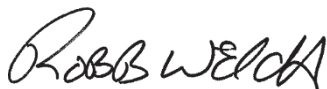
Task	Fee
Construction Administration	\$94,900
Construction Observation (RPR)	\$95,700
<b>Total Fee</b>	<b>\$190,600</b>

The fee has been developed based on the expected number of hours and effort for construction administration and observation however this is very dependent on the contractor that is selected and their schedule and working hours. Estimated hours and cost may be adjusted to fit the contractor's schedule as implemented, with the City of Grand Ledge's approval. Fees will be tracked during the construction phase and communicated with City of Grand Ledge representative. Modifications to the schedule, work hours, and/or fees shall entitle the Parties to an equitable adjustment of compensation for services.

Exhibit K for Amendment 1 to the Engineering Agreement dated June 7, 2023 and modified pages Exhibit C Packet BC-1 and Exhibit C Packet RPR-1 from the Engineering Agreement are attached. Upon approval, please add the date for the Effective Date of this Amendment on page 1 of Exhibit K, and sign and date page 2 of Exhibit K. If you have any questions regarding contract information, please contact John Willemin at 616.464.3801 or [jwillemin@fishbeck.com](mailto:jwillemin@fishbeck.com).

We look forward to continuing our history of providing quality service to the City of Grand Ledge. If you have any questions or require additional information, please contact me at 517.887.4027 or [rrwelch@fishbeck.com](mailto:rrwelch@fishbeck.com).

Sincerely,



**Robert R. Welch, PE.**

Vice President/Senior Civil Engineer

Attachments

This is **EXHIBIT C**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **5/5/2021**.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-1: Basic Services – Lump Sum**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment, this is in addition to, and not in replacement of, the original Exhibit C, Para C2.01 dealing with pre-construction services.*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$[ **94,900** ] based on the following estimated distribution of compensation:
  - a. Study and Report Phase **\$ ~~5%~~ refer to original contract**
  - b. Preliminary Design Phase **\$ ~~45%~~ refer to original contract**
  - c. Final Design Phase **\$ ~~48%~~ refer to original contract**
  - d. Bidding and Negotiating Phase **\$ ~~2%~~ refer to original contract**
  - e. Construction Phase (Well 2 water main) **\$ 94,900**
  - f. Post-Construction Phase **\$ future phase**
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
4. Lump Sum, Engineer is entitled to reimbursement from Owner for the following Reimbursable Expenses **included in the Lump Sum** (see Appendix 1 for rates or charges): **included in the fee proposal.** [List any such expenses here, or indicate “None.” If “None” then the reference to Appendix 1 may be deleted.]

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **36 months subject to actual time for permit approvals by the Authorities Having Jurisdiction, funding agency approvals, and the time to complete bidding and the bond closing.** If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

**COMPENSATION PACKET RPR-1:  
Resident Project Representative – Lump Sum**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.04 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment**

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of \$[ **95,700** ]. ~~If this figure is left blank upon the execution of the Agreement, the Parties will establish this fee at later date preceding any Construction Phase Services.~~ The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.
2. *Reimbursable Expenses:* In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges): [ **None** ] *[List any such expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]*.
3. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on full-time RPR services **as noted in the June 6, 2023 proposal on an eight-hour workday Monday through Friday over a [ ] day 21 consecutive month construction schedule.** ~~If this figure is left blank upon the execution of the Agreement, the Parties will establish this fee at later date preceding any Construction Phase Services.~~ Modifications to the schedule, work hours, and/or fee shall entitle **the Parties** Engineer to an equitable adjustment of compensation for RPR services. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **5/5/2021**.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No.   3**

The Effective Date of this Amendment is: \_\_\_\_\_.

Background Data

Effective Date of Owner-Engineer Agreement:       **5/5/2021**

Owner:               **City of Grand Ledge, a Michigan home rule City**

Engineer:           **Fishbeck, a Michigan corporation**

Project:             **Iron Removal Facility**

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- ~~Modifications to responsibilities of Owner~~
- Modifications of payment to Engineer
- ~~Modifications to time(s) for rendering services~~
- ~~Modifications to other terms and conditions of the Agreement~~

Description of Modifications:

***Add services for Well 2 Water Main Construction Engineering and Construction Observation Services as described in the Fishbeck proposal dated June 7, 2023.***

Agreement Summary:

Original agreement amount:	<u>\$659,400</u>
Net change for prior amendments:	<u>\$1,333,100</u>
This amendment amount:	<u>\$ 190,600</u>
Adjusted Agreement amount:	<u>\$2,183,100</u>

Change in time for services (days or date, as applicable):   0

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

**OWNER:**

**ENGINEER:**

By: \_\_\_\_\_

Print

name: Adam Smith

Title: City Manager

Date Signed: \_\_\_\_\_



By: \_\_\_\_\_

Print

name: John Willemin, PE

Title: Senior Vice President/Principal

Date Signed: June 7, 2023