

## Grand Ledge City Council Resolution #03 of 2024

### A Resolution to Approve a Proposal From Fishbeck for Professional Engineering Services for a Corrosion Control Study.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 27 January 2024, 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 a Corrosion Control Study; and

**Whereas**, Fishbeck has provided a proposal for professional engineering services for a Corrosion Control Study; and

**Whereas**, staff recommends approving the proposal from Fishbeck for professional engineering services for a Corrosion Control Study;

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

1. The City approves the Proposal From Fishbeck for Professional Engineering Services for a Corrosion Control Study, as attached, for a cost not to exceed \$19,500.00.
2. The City directs the City Manager and Finance Director / Treasurer to appropriate the funds necessary to implement said proposal.
3. The City authorizes and directs the City Manager, or their duly authorized agent or representative, to act as agent on behalf of the City 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 Charter, ordinance, regulation, rule, statute, or other provision of law in order to implement said proposal.

**Motion by** Lantz

**Second by** Willems

**Ayes:** Jancek, Lantz, Logel, Mulder, Willems

**Nays:** None

**Absent:** Gillespie, MacDowell

Approved:

*Keith O Mulder*

Keith O Mulder (Jan 28, 2025 09:18 EST)

Keith O. Mulder, Mayor

I, Gregory L. Newman, Grand Ledge City Clerk, certify this is Resolution #03 of 2024, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 27 January 2024; in the Council Chambers, City Hall, 310 Greenwood St., Grand Ledge MI 48837, in compliance with the Open Meetings Act, as amended.

*Gregory Newman*

Gregory Newman (Jan 29, 2025 09:17 EST)

Gregory L. Newman, City Clerk

December 12, 2024

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 – Corrosion Control Study**

Dear Kurt:

Fishbeck is pleased to provide this proposal to assist the City of Grand Ledge (City) in completing a corrosion control study for the new Iron Removal Plant (IRP). In accordance with recent guidance by Michigan Department of Environment, Great Lakes, and Energy (EGLE), changes in water treatment require a system to reevaluate corrosion control for the water system. A technical memo titled, *Grand Ledge Iron Removal – Corrosion Control Narrative*, was developed and issued to EGLE in 2024, who approved the corrosion control approach.

We propose to complete a corrosion control study for the City and to submit it to EGLE for record. Early in the project planning phase, a budget of \$180,000 was put forward for the corrosion study. At the time, EGLE was heavily involved in directing the means and methods of corrosion control studies. The budget was based on a solubility type study which involved running the new plant water continuously over coupons. This method was used and was required by other municipalities. It was anticipated that EGLE would require similar methodology for the IRP, even though no significant change in the chemistry parameters relevant to corrosion control were expected. More recently, EGLE has deferred to municipalities and their design professionals to determine means and to carry out the corrosion control programs, providing minimal comment. Our proposed scope and fee for the corrosion control study reflects an approach with a shorter duration of monitoring than what was previously required. EGLE accepted the proposed approach in the technical memo, but their approval to place the IRP online will be required. If EGLE requests additional testing or reporting for the corrosion control study, we will inform the City and adjust the scope and fee accordingly.

## **Project Understanding**

The treatment process of the new IRP is similar to the treatment process at the existing IRP, with the addition of radium removal with HMO. The disinfectant and corrosion inhibitor used are remaining the same with the construction of the new IRP. The water quality is not expected to change significantly when the new IRP is online.

Prior to startup and commissioning of the new IRP, pre-sampling will be required, and various water quality parameters will be monitored to establish a baseline.

- Sampling will occur at the point of entry to the water system (existing clear well tap). Sampling will occur every two weeks for a period of twelve weeks prior to the construction of the new IRP. Parameters that will be monitored are provided in Table 1.

- Sampling will also occur within the distribution system at two of the existing bacteria sampling locations. Sampling will occur every two weeks for a period of twelve weeks prior to the startup and commissioning of the new IRP. Parameters that will be monitored are provided in Table 1.

Once the new IRP is online, additional sampling will be required. The City will evaluate the plant water chemistry using the corrosion indices to gauge corrosiveness of the plant water.

- Sampling will occur at the point of entry to the water system (existing clear well tap). Sampling will occur every two weeks for a period of twelve weeks after the new IRP is online. Parameters that will be monitored are provided in Table 1.
- Sampling will also occur within the distribution system at two of the existing bacteria sampling locations. Sampling will occur every two weeks for a period of twelve weeks after the new IRP is online. Parameters that will be monitored are provided in Table 1.

**Table 1 – Water Quality Parameters for Pre- and Post-Sampling Events**

Entry Point Sampling		Distribution System Sampling	
• pH	• Orthophosphate Dose	• pH	• Orthophosphate Residual
• Temperature	• Orthophosphate Residual	• Temperature	• Total Phosphate
• Alkalinity	• Total Phosphate	• Alkalinity	• Free Chlorine
• Calcium	• Free Chlorine	• Calcium	• Total Chlorine
• Conductivity	• Total Chlorine	• Conductivity	• Dissolved Oxygen
• Hardness	• Dissolved Oxygen	• Hardness	• Dissolved Inorganic Carbon
• Chloride	• Dissolved Inorganic Carbon	• Chloride	• Oxidation Reduction Potential (ORP)
• Sulfate	• Oxidation Reduction Potential (ORP)	• Sulfate	
• Iron		• Iron	
• Manganese		• Manganese	

## Scope of Work

Our proposed scope would meet all the requirements of the corrosion control study. The list below provides an overview of proposed scope:

1. Evaluate and compare sampling results for the existing and new IRP using typical corrosion control indices.
2. Provide a summary report on the evaluation and recommending any corrosion mitigation measures.

## Project Schedule

The corrosion control study has a proposed duration and schedule based on the date the plant is brought online. This date is currently unknown, but the work would begin three months before the new plant reaches substantial completion and would end three months after it is in operation.

## Professional Services Fees

We propose to complete the scope of services described herein for an hourly not-to-exceed fee of Nineteen Thousand Five Hundred Dollars (\$19,500).

## 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](mailto: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 616.464.3825 or [cmccorkle@fishbeck.com](mailto:cmccorkle@fishbeck.com).

Sincerely,



**Colin G. McCorkle, PE**

Senior Water and Wastewater Engineer

By email

# Professional Services Agreement

PROJECT NAME City of Grand Ledge – Corrosion Control Study  
FISHBECK CONTACT Colin G. McCorkle, PE  
CLIENT CONTACT Kurt Ristow  
CLIENT City of Grand Ledge, 310 Greenwood Street, Grand Ledge, MI 48837

Client hereby requests and authorizes Fishbeck to perform the following: Professional Services in accordance with the Fishbeck Letter Proposal dated December 12, 2024.

SCOPE OF SERVICES:

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

- Terms and Conditions for Professional Services
- Proposal Dated: December 12, 2024
- Other:


METHOD OF COMPENSATION:

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

Budget for Above Scope of Services: Nineteen Thousand Five Hundred Dollars (\$19,500)

ADDITIONAL PROVISIONS (IF ANY): None

APPROVED FOR:

City of Grand Ledge  
SIGNATURE:  Adam Smith (Jan 28, 2025 14:16 EST)

NAME: Adam Smith  
TITLE: City Manager  
DATE: \_\_\_\_\_

ACCEPTED FOR:

Fishbeck  
SIGNATURE: 

NAME: David J. Baar, PE  
TITLE: Vice President  
DATE: December 12, 2024

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 of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with 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 requirements, criteria, data, and information 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 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.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for 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 or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. 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 performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs 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 4 weeks, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. 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 indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
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's 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, and Client shall defend, indemnify, and hold Fishbeck harmless 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 will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, 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 may 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 exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

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