



February 2, 2023

Village of Three Oaks
21 North Elm Street
Three Oaks, MI 49128

Attention: Mr. Dan Faulkner, Village Manager

RE: PROPOSAL FOR CIVIL ENGINEERING SERVICES – ASSISTANCE WITH ADMINISTRATIVE CONSENT ORDER AND ASSOCIATED REQUIREMENTS

Dear Dan:

Thank you for the opportunity to support the Village by providing civil engineering assistance with the Village’s Administrative Consent Order (ACO). Wightman is a full-service consulting firm that exists to serve people and the communities we live in. Our dynamic team of over 140 professionals works to analyze, advise, design, and deliver successful projects in partnership with governments, businesses, and institutions in our communities. Becoming trusted advisors and true partners guides our actions.

Section I – Project Goals

We understand the goal of this effort is to resolve the Village’s ACO in the most efficient and effective manner possible. It is further understood the required studies, work plans, and capital improvement projects should be completed in such a way as to also bring the most benefit to the Village sewer customers, rates, DPW staff, and overall wastewater system operations.

Because Wightman has been engaged in the process of finalizing the ACO we feel we have a strong understanding of what will be required to discharge this consent order while taking full advantage of the funding options the ACO makes available to the Village.

Section III of the ACO states the requirements placed on the Village for resolving the ACO. This section is broken into five subsections as outlined below. The following list is a summary of the major action items and requirements under each of the five subsections. The Village is responsible for meeting all requirements by the dates set forth in the ACO.

NPDES Permit Requirements and Operational Monitoring:

- Submit quarterly inspection logs to The Department of Environment, Great Lakes, and Energy (EGLE).
- Update current sewer ordinance.
- Work plan and report for wastewater sampling. – Nearly complete due to proactive efforts by the Village and Wightman.
- Inspection, report, and work plan of all structural items at the wastewater treatment facility.
- Proposed procedure for long-term wastewater sampling, monitoring, and enforcement of sewer ordinance.
- Annual reporting of new sewer connections.

ALLEGAN

▲ 1670 LINCOLN RD. (M-40)
ALLEGAN, MI 49010

○ 269.673.8465

BENTON HARBOR

▲ 2303 PIPESTONE RD.
BENTON HARBOR, MI 49022

○ 269.927.0100

KALAMAZOO

▲ 433 E. RANSOM ST.
KALAMAZOO, MI 49007

○ 269.327.3532

ROYAL OAK

▲ 306 S. WASHINGTON AVE., SUITE 200
ROYAL OAK, MI 48067

○ 248.791.1371

Wastewater Stabilization Lagoon Improvements:

- Sludge removal from cell 1.
- Assessment and, if required, repair of lagoon liners.
- Permitting and construction of any required wastewater treatment facility improvements.
- Create and submit updated operation and maintenance manual for wastewater lagoons.

Wastewater Collection System Improvements:

- Conduct a detailed inspection of the entire wastewater collection system.
- Submit report of inspection results including required repairs and schedule.
- Complete all repairs indicated in report.

Asset Management Planning:

- Create and submit a Wastewater System Asset Management Plan (AMP).
- Annual reporting of all AMP activities.

The project goals and ACO requirements consist of inspection activities, planning activities, and capital repairs. The most impactful of these requirements will be the construction cost of repairs and improvements to the wastewater system. For this reason, Village staff and Wightman have already submitted a “Notice of Intent to Apply” to the State of Michigan’s Clean Water State Revolving Fund (CWSRF). Submittal of this form allows the Village the option of submitting for funding in the current year.

To submit for funding, the required planning and inspection activities must first be substantially completed. These efforts will inform the funding application with regards to the extent and type of work along with improvement locations.

Section II – Scope of Services

The proposed scope of services consists of the following:

Wastewater Treatment Facility Inspection:

- Lagoon banks – create work plan, coordination of soils testing, and report to EGLE.
- Lagoon biosolids in cell 1 – create work plan for sludge removal and submit to EGLE.
- Structural inspection of treatment facility including pipes, lift station, outlet structures, and manholes.

Wastewater Collection System Inspection:

- Desktop assessment of collection system assets including pipes and manholes. - *Field assessment of the collection system pipes and manholes are not included in this proposal at this time.*
- Field assessment and testing of two (2) lift stations.

Wastewater System Asset Management Plan (AMP):

- Assessment of staffing requirements.
- Additions to the Village GIS system for wastewater system mapping.
- Inventory of assets and associated assessment results.
- Operation, maintenance, and replacement planning.
- Create operations and maintenance manual.
- Assistance with first year of annual reporting.
- Create long term sampling and compliance plan.



Clean Water State Revolving Fund (CWSRF) Application:

The scope of services included under this item are the efforts required to submit a proposed project to the CWSRF program for funding. These efforts include creating a comprehensive "Project Plan" in accordance with CWSRF requirements, assistance with coordinating EGLE's environmental review, attendance to the required public hearing, and assisting with submittal of the proposed project to the CWSRF program for inclusion on EGLE's 2023 project priority list.

Once EGLE has included the proposed project on their annual project priority list and a determination regarding award is issued, a subsequent proposal will be submitted to the Village for the design, permitting, and construction engineering of the proposed project.

Please note, the CWSRF application process also requires Bond Counsel, Local Counsel and Municipal Financial Advisors. We are happy to assist the Village in the selection of this project team, as desired.

Section III - Fees

We propose to complete the above Scope of Services for the following lump sum fees:

Wastewater Treatment Facility Inspection:	\$11,500
Wastewater Collection System Inspection:	\$28,000
Wastewater System Asset Management Plan (AMP):	\$40,000
Clean Water State Revolving Fund (CWSRF) Application:	\$40,000
Total Lump Sum Fee:	\$119,500

The above costs do not include design engineering or construction administrative services. A future proposal for this work will be submitted after the Village has confirmed funding eligibility. The above fees also do not include field assessment of the collections system manholes, videotaping of sewer pipes, or analysis of field assessments completed by others. If these activities are required by EGLE, an additional cost will be submitted for Village approval before work is commenced.

Invoices will be submitted to the Village on a monthly basis. We recommend budgeting an additional 5% of the fee listed above for reimbursable expenses. A schedule of eligible expenses is listed in the attached Terms and Conditions document.

Section V – Schedule

Understanding that time is of the essence, we are available to begin work on this project immediately after receiving a signed proposal. In a typical CWSRF annual cycle, a draft project plan will be due in early April with finalization no later than May 1st. Meeting a May 1st submittal ensures the Village's project will be scored by EGLE and included in the 2023 project priority list.

We would expect a final determination regarding funding of the proposed project to be realized by the end of September 2023. Following a confirmation of funding, design engineering and project bidding would take place immediately and result in construction of the proposed improvements in the fall of 2024 at the earliest.



Mr. Dan Faulkner, Village Manager

2/2/2023

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Section VI – Terms and Conditions

Our standard terms and conditions are attached.

We are extremely excited by the opportunity to partner with you on this project. If our proposal is acceptable to you, please sign below to authorize us to begin work and return a copy to our office.

If you have any questions, please feel free to contact me.

Very truly yours,



Andrew Rudd, P.E.
arudd@gowightman.com

This proposal is approved and accepted by the Village of Three Oaks:

By: _____
Signature

Date: _____

By: Dan Faulkner
Printed Name

Title: Village Manager





Standard Terms and Conditions

Updated 8/15/2022

1. Agreement. Wightman & Associates, Inc. (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not be responsible for any obligations or costs except as contained in the Agreement.
2. Authorization. Client shall provide Consultant written authorization to proceed, provided that this signed Agreement by Client shall give the Consultant the right to proceed with the Project.
3. Standard of Care. The Consultant's Standard of Care for the purposes of this Agreement shall be that consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. Terms of Payment/Late Payment Actions/Fees. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
5. Scope of Services/Additional Services/Changes. If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise stipulated in the proposal), through no fault of Consultant, extension of Consultant's services beyond that time shall be compensated as "Additional Services." All Additional Services shall be billed separately and the scope of the services and compensation shall be mutually agreed between the parties, but in any case, not less than Consultant's Hourly Rate, and all of Consultant's Reimbursable Expenses shall also be paid by Client to Consultant, in the amounts set forth below.
6. Hidden Conditions. Consultant is not responsible for latent deficiencies or hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required. If Consultant repairs or corrects any such deficiencies or conditions, Consultant shall be compensated for the same, as Additional Services.
7. Betterment. If, due to Consultant's negligence, a required item or component of the project is omitted from Consultant's construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
8. Opinions of Cost. Consultant's opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
9. Code Interpretations. The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA") (as well as all state and local laws, codes, or ordinances), will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA and other building code requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of building code requirements as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with the ADA and all other laws, codes, or ordinances. Any changes made by Consultant shall be billed as Additional Services.
10. Use of Drawings, Specifications, and Other Documents. The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
11. Retaining Records. Consultant will retain pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at reasonable times.
12. Insurance Coverage. Consultant shall maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Client shall be responsible for purchasing and maintaining its own commercial liability and property insurance, including an all-risk policy covering all damages or casualty which occurred to the Project in an amount not less than the then full replacement cost of the Project. The Client's commercial liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. The Client's commercial liability and property insurance policy shall not be cancelled or modified without Consultant having received not less than thirty (30) days prior written notice. Consultant shall be named an additional insured on the Client's insurance policies. Client and Consultant waive rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder and each insurance policy hereunder shall contain a waiver of the insurer's rights of subrogation.
13. Limitations/Exclusions. Client agrees that Consultant's total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed Consultant's total fee received for the Project.
14. The Law/Suspension/Termination/Non-Severability. All obligations arising prior to termination of this Agreement shall survive the completion of the services and termination of this

Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan.

15. Indemnity. Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless, from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable.
16. Force Majeure Clause. Neither party will be liable or responsible to the other party, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) flood, fire, or explosion; (ii) war, terrorism, invasion, riot, or other civil unrest; (iii) embargoes or blockades in effect on or after the date of this Agreement; (iv) national or regional emergency – including, but not limited to, pandemic, uncontrollable, and/or imminent spread of contagious disease; or (v) strikes, labor stoppages or slowdowns, or other industrial disturbances (each of the foregoing, a "Force Majeure").
17. Certificate of Merit Requirement. Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Consultant, unless Client has first provided Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as Consultant and licensed in the state where the Project issue is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the filing of any claim. This Certificate of Merit clause will take precedence over any existing state law in force at the time of any claim.
18. Jurisdiction and Venue. Notwithstanding anything in this Agreement to the contrary, Client agrees that any suit related to any dispute related to this Agreement shall be heard in the appropriate Court in the county of the Project. Client agrees that the appropriate County court shall have the subject matter jurisdiction and will be the appropriate venue for any interpretation or dispute related to this Agreement.
19. Termination. Consultant may terminate this Agreement for convenience by written notice to Client and in such event, the Consultant shall be paid only for all work under this Agreement that Consultant has completed to the date of termination on a prorated, equitable basis as reasonably determined by Consultant and which shall include Consultant's prorated profits, general conditions, and overhead.

20. Billing Rates.*

Principal	\$250.00/hour
Licensed Staff VII	\$225.00/hour
Licensed Staff VI	\$210.00/hour
Licensed Staff V	\$190.00/hour
Licensed Staff IV	\$175.00/hour
Licensed Staff III.....	\$155.00/hour
Licensed Staff II.....	\$140.00/hour
Licensed Staff I.....	\$125.00/hour
Professional Staff VI	\$175.00/hour
Professional Staff V	\$150.00/hour
Professional Staff IV	\$135.00/hour
Professional Staff III	\$115.00/hour
Professional Staff II	\$100.00/hour
Professional Staff I	\$90.00/hour
Technician VI.....	\$120.00/hour
Technician V.....	\$110.00/hour
Technician IV.....	\$100.00/hour
Technician III.....	\$90.00/hour
Technician II.....	\$80.00/hour
Technician I.....	\$70.00/hour
Administrative.....	\$75.00/hour
3-Person Survey Crew	\$195.00/hour
2-Person Survey Crew	\$170.00/hour
1-Person Survey Crew	\$140.00/hour
3-Person Survey Crew (Construction Staking)	\$210.00/hour
2-Person Survey Crew (Construction Staking)	\$185.00/hour
1-Person Survey Crew (Construction Staking)	\$155.00/hour
Expert Witness/Testimony	\$400.00/hour
Drone Pilot/Technician	\$150.00/hour
High Definition Laser Scanning Technician	\$150.00/hour
High Definition Laser Scanner Fee	\$150.00/hour
Aerial Drone Equipment.....	\$150.00/hour

Reimbursable Expenses.* Compensation for reimbursable expenses shall be computed as a multiple of 1.1 times the expense incurred for the following: Outside Consultants, Travel, Lodging, Postage, UPS, FedEx, Messenger, and Outside Reproduction. Compensation for mileage expenses shall be computed as a multiple of 1.1 times the Federal Rate. In-House Prints/Copies/Plots shall be charged as follows:

- Black & White Prints/Copies
 - 8 ½ x 11 \$0.19/sheet
 - 8 ½ x 14 \$0.19/sheet
 - 11 x 17 \$0.19/sheet
- Color Prints/Copies
 - 8 ½ x 11 \$0.85/sheet
 - 8 ½ x 14 \$0.85/sheet
 - 11 x 17 \$1.25/sheet
- Black & White Plots
 - 12 x 18 \$1.50/sheet
 - 18 x 24 \$2.75/sheet
 - 24 x 36 \$5.00/sheet
 - 30 x 42+ \$7.50/sheet
- Color Plots
 - 12 x 18 \$9.00/sheet
 - 18 x 24 \$18.00/sheet
 - 24 x 36 \$30.00/sheet
 - 30 x 42+ \$42.00/sheet

*Rates subject to change.