

ISHPEMING CITY COUNCIL SPECIAL MEETING
Thursday, July 18, 2019 at 9:00 a.m.
Ishpeming City Hall, 100 E. Division Street, Ishpeming, MI 49849
City Hall Telephone Number: 906-485-1091

Meeting Called to Order

Roll Call

Agenda Comment

AGENDA ITEMS

1. Tri-Media Cost Proposal – Park Street Lift Station
2. Division Street Construction – Street lighting issues



James Lampman
Interim City Manager

July 15, 2019

SENT VIA ELECTRONIC MAIL

Mr. Al Pierce, Zoning Administrator
City of Ishpeming
100 East Division Street
Ishpeming, Michigan 49849

Re: *Technical and Cost Proposal* – Professional Surveying Services at the Park Street Pump Station in Ishpeming, Michigan
TriMedia Proposal Number 2019-5872

Dear Mr. Pierce:

TriMedia Environmental & Engineering Services, LLC (TriMedia) appreciates having the opportunity to present this *Technical and Cost Proposal* detailing how our staff of surveyors can be of assistance to the City of Ishpeming (City) at the Park Street Pump Station in Ishpeming, Michigan.

PROJECT UNDERSTANDING

TriMedia understands that the City requires professional surveying services at the above referenced facility which has been in place for +/- 50 years, with no easements of record. We understand the City requires the information as shown on the file "GEI Final Requirements", which includes:

1. A Certified Certificate of Survey and Suggested Legal Description for the Pump Station Parcel that extends to the N. ROW of Park Street; and
2. A Certified Easement Sketch and centerline of a 20' wide Sanitary Sewer Easement from the East boundary of the "Assessors Plat of Park Street" to the platted North ROW of Park Street.

The following scope-of-service has been developed in accordance with project information made available to-date, including the survey request sent via email dated July 2, 2019.

Scope-of-Service

Task 1: Field Work

TriMedia will conduct the required field work including the following:

- Establish local survey control points;
- Recover needed property controlling corners (for the Southeast Quarter of the Northeast Quarter of Section 3, T47N, R27W);

Mr. Al Pierce, Zoning Administrator
City of Ishpeming
July 15, 2019
Page 2

- Establish property corners, set iron rods with Professional Surveyors Cap, and mark them with wood lath and pink ribbon for the proposed parcel that is to be split out as requested;
- Locate any encroachments that may exist on the parcel; and
- Locate existing structures or other items necessary to create and 20' wide easement exhibit for the existing sanitary sewer as requested.

Task 2: Office Work and Deliverables

TriMedia will conduct the required office work including the following:

- Develop a Certificate of Survey for a proposed parcel split as requested by the City;
- Develop an Easement Exhibit Map to create a 20' wide easement along the existing sanitary sewer main as outlined by the City; and
- Supply property owner with two stamped copies of the Certificate of Survey and Easement Exhibit.

PROJECT COST & AUTHORIZATION TO PROCEED

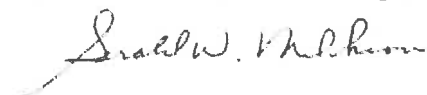
At TriMedia, we pride ourselves in providing a professional survey product on a timely basis. TriMedia is prepared to schedule and complete this work within **three weeks** after receiving your written authorization to proceed. We have developed a not-to-exceed cost of **\$1,500.00** to complete this project. In no event will the total project cost be exceeded unless so authorized by the City in writing.

TriMedia appreciates having the opportunity to present this *Technical and Cost Proposal*. Upon your acceptance, we request your authorization to proceed by executing below and returning one copy of this correspondence, and one initialed copy of the enclosed Terms and Conditions, to TriMedia. Should the City desire to issue a Purchase Order, please reference *TriMedia Proposal Number 2019-5872* and all Terms and Conditions presented herein shall apply.

Should you have any questions, or wish to discuss this correspondence in greater detail relative to the technical requirements or anticipated project costs and pricing controls, please do not hesitate to contact Stacey Bluse, PS, at (906) 228-5125, or via email at sbluse@trimediaee.com.

Your Priority. Our Promise. On behalf of the professional staff at TriMedia, we look forward to your review and the opportunity to successfully complete this project for the City of Marquette.

Sincerely,
TriMedia Environmental & Engineering Services, LLC



Gerald W. Melchiori
Survey Manager

GWM/sjb/mlh
Enclosure: Terms and Conditions
cc: TriMedia File 2019-5872

Mr. Al Pierce, Zoning Administrator
City of Ishpeming
July 15, 2019
Page 3

ACCEPTANCE

The City of Ishpeming (herein referred to as "Client") hereby contracts with TriMedia to perform the services described above and in accordance with the presented Terms and Conditions, unless otherwise specified in writing.

The City of Ishpeming

**TriMedia Environmental & Engineering
Services, LLC**

Al Pierce, Zoning Administrator

Tom L. Anthos, CIH, Member

Date: _____

Date: _____

TERMS AND CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** TriMedia Environmental & Engineering Services, LLC ("TriMedia") shall include said company, or its particular division performing the work. "Work" means the service(s) performed by TriMedia for Client or at Client's direction. "This Agreement" consists of the TriMedia *Technical and Cost Proposal*, Client's written acceptance thereof if accepted by TriMedia, and these Terms and Conditions. "Client" refers to the person or business entity ordering the work to be done by TriMedia. Any Additional Services shall be authorized in writing signed on behalf of the Client and TriMedia.
2. **PERFORMANCE:** TriMedia will perform professional services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar circumstances in the same or similar locality. The foregoing standard of care is in lieu of all other standards and warranties. TriMedia shall not be liable for any claim, damage, cost or expense (including attorney fees) or other liability or loss not directly and solely caused by the negligent acts, errors or omissions of TriMedia.
3. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days prior written notice. In the event of termination, TriMedia shall be paid for all costs and fees up to the effective date of termination.
4. **PAYMENT:** TriMedia shall invoice for services rendered and incurred reimbursable expenses, and each invoice shall be due and payable within 15 days of the date of the invoice. Invoices over 30 days past due will be charged interest at the rate of 1-1/2% per month on the unpaid balance or the highest lawful rate, whichever is less. TriMedia may, after 10 days written notice to the Client, suspend performance of services until all past due amounts are paid.
5. **MEDIATION/ARBITRATION:** In an effort to resolve any conflicts that arise during the course of this Agreement, Client and TriMedia agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. Any dispute arising pursuant to this Agreement that cannot be resolved by mediation, shall be submitted to arbitration in the City of Marquette, Michigan, in accordance with the rules of the American Arbitration Association, the award of the arbitrator to be final and binding on the parties. Judgment upon any award rendered may be enforced in any court having jurisdiction.
6. **INSURANCE:** Upon request, TriMedia will furnish the Client a written description of insurance coverage then being maintained by TriMedia.
7. **INDEMNITY:** TriMedia agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from negligent acts, errors or omissions of TriMedia in the performance of professional services under this Agreement, to the extent TriMedia is responsible for such damages and losses on a comparative basis of fault and responsibility between TriMedia and the Client. The Client agrees, to the fullest extent permitted by law, to indemnify and hold TriMedia harmless from any damage, liability or cost to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors, or consultants or anyone for whom the Client is legally liable arising from the project that is the subject of this Agreement.
8. **FEDERAL RIGHT-TO-KNOW COMPLIANCE:** In compliance with the Federal *Hazard Communication Standard*, Client shall provide TriMedia with a list of hazardous chemicals in the work place, and related Material Safety Data Sheets, which employees may be exposed while executing this Agreement.
9. **UTILITIES AND SUBSURFACE OBJECTS:** Client represents and warrants that it has advised TriMedia of any known or suspected utilities at any site at which TriMedia is to do work hereunder.
10. **ACCESS TO SITE:** Client will arrange and provide access to each site upon which it will be necessary for TriMedia to perform its work.
11. **LIMIT OF LIABILITY:** The Client agrees, to the fullest extent permitted by law, to limit liability of TriMedia for any and all claims, losses, costs, damages of any nature whatsoever, so that the total aggregate liability of TriMedia shall not exceed the total fee for its services on this project.
12. **CORPORATE PROTECTION:** The Client agrees that any claim, demand, or suit shall only be directed and/or asserted against TriMedia, a Michigan corporation, and not against any TriMedia employee, officer, or director.
13. **CERTIFICATIONS, GUARANTEES, AND WARRANTIES:** TriMedia shall not be required to sign any documents, no matter by whom requested, that would result in TriMedia having to certify, guarantee or warrant the existence of conditions whose existence TriMedia cannot ascertain.
14. **INFORMATION PROVIDED BY OTHERS:** To the extent known, TriMedia shall indicate to the Client the information needed for rendering of services. The Client shall provide to TriMedia such information and TriMedia shall be entitled to rely upon the accuracy and completeness thereof.
15. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein.
16. **INDEPENDENT CONTRACTOR:** The relationship between the Client and TriMedia is that of an independent contractor.
17. **GOVERNING LAW / ASSIGNS / WRITTEN NOTICE:** This Agreement shall be deemed to have been made in Marquette County, Michigan, and shall be governed by, and construed in accordance with the laws of the State of Michigan. Neither the Client nor TriMedia may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement, including but not limited to, monies that are due or monies that may be due, without the written consent of the other party. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail.