

AGENDA

ISHPEMING CITY COUNCIL SPECIAL MEETING

Thursday, October 20, 2022 at 7:00 p.m.

Ishpeming City Hall Council Chambers

100 E. Division Street, Ishpeming

City Hall Telephone Number: 906-485-1091

Meeting Called to Order

Roll Call

Agenda Comment

AGENDA ITEMS

1. UPEA Professional Services Agreement: Survey and base map development with Tri-Media for the Clean Water Revolving Fund (CWRF)

Adjournment



Craig H. Cugini
City Manager



424 South Pine Street Ishpeming, MI 49849
906-485-1011 • 877-834-3827 • Fax: 906-485-1013

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client: City of Ishpeming Date: October 12, 2022

100 E Division Street Project No: 119

Ishpeming, Mi 49849

Firm: U.P. Engineers & Architects, Inc.

Project Name/Location: City of Ishpeming – CWRP Project Survey

Scope/Intent and Extent of Services: UPEA to provide project assistance and oversight of the attached Trimedia survey proposal

Fee Arrangement: \$136,790, invoiced monthly

Retainer Amount: None

Special Conditions: None

Deliverables: See attached Trimedia scope of work

Invoicing: Invoices to be generated monthly based on the completion of tasks. UPEA shall provide a written summary of the work associated with each invoice.

Milestone Deadlines: Project coordination in the works with EGLE staff

Project Completion Date: Survey and Basemap development to be completed by end of Dec 31, 2022

Attachments: City of Ishpeming Terms and Conditions

Offered By: U.P. Engineers & Architects, Inc. Accepted By: City of Ishpeming

(signature) (date) (signature) (date)

Ken Dillinger, PE., Principal

Craig Cugini, City Manager

Office also in:
Houghton
Iron Mountain
Marinette
Sault Ste Marie

U.P. Engineers & Architects, Inc.

www.UPEA.com

October 6, 2022

SENT VIA ELECTRONIC MAIL

Mr. Matthew Treado, P.E.
U.P. Engineers & Architects, Inc.
424 South Pine Street
Ishpeming, Michigan 49849

Re: *Technical and Cost Proposal* – Professional Surveying Services in Ishpeming, Michigan
TriMedia Proposal Number 2022-7510

Dear Mr. Treado:

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 U.P. Engineers & Architects, Inc., (UPEA) by conducting a topographic survey and mapping for the City of Ishpeming's CWRP Sewer Project.

PROJECT UNDERSTANDING

TriMedia understands that UPEA is requesting a cost estimate for utility design surveys for approximately 13.8 miles of city streets located in Ishpeming, Michigan. We have developed the following scope-of-service and opinion of probable cost based upon information and data made available to-date:

Scope-of-Service

Task 1: Topographic Survey

TriMedia will conduct the required field work including the following:

- Conduct a topographic survey (R/W to R/W) of all visible existing conditions including: edge of pavement, roadway centerlines, sidewalks, fencing, above ground utilities or markings, trees (type and size included), building corners, driveways, light poles, sanitary and storm drainage structures, and catch basin locations, found property/right-of-way, and corners within the cleared right-of-way;
- TriMedia will utilize collected information to develop and submit a 2021 AutoCAD Civil 3D base map in both drawing and PDF formats (24"x36"). Base map will include road right-of-way widths, surface types, survey control points and benchmarks, line work of existing features, contours, and approximate locations of known utilities. PDF copies will be signed and sealed by a Professional Surveyor licensed in the State of Michigan.

Task 2: Utility Inventory

TriMedia will conduct the required field work including the following:

- Structures (Sanitary and Storm)
 - Condition and type
 - Pipe sizes, type, and direction
 - Invert elevations

PROJECT COST

At TriMedia, we pride ourselves in providing a professional survey product on a timely basis and will complete as much of this work as possible prior to the accumulation of more than six inches of snow. TriMedia understands that UPEA requires three different segments, as outlined in your email correspondence dated September 28, 2022. We have developed the following lump sum costs to complete the work as proposed herein. In no event will the total project cost be exceeded unless so authorized by UPEA in writing.

Task 1: Topographic Survey

Proposed Sanitary Sewer Main (Orange)	\$ 28,890.00
Sanitary Sewer Main (Green)	\$ 49,950.00
Washing Street (Red)	\$ 2,450.00

Task 2: Utility Inventory

Proposed Sanitary Sewer Main (Orange)	\$ 18,900.00
Sanitary Sewer Main (Green)	\$ 36,000.00
Washington Street (Red)	\$ 600.00

Total	\$136,790.00
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AUTHORIZATION TO PROCEED

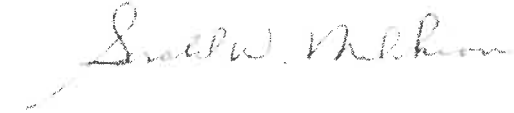
TriMedia appreciates having the opportunity to present this *Technical and Cost Proposal*. We trust the content and format of this correspondence is consistent with your expectations. We understand that authorization to proceed, if granted, will likely be issued through a Purchase Order referencing our existing *Master Sub-Contractor Services Agreement* dated August 4, 2022. In the event you wish to retain TriMedia, please provide your authorization to proceed via UPEA purchasing procedures referencing *TriMedia Proposal Number 2022-7510*.

Should you have any questions or wish to discuss this *Technical and Cost Proposal* in greater detail relative to the technical requirements or anticipated project costs and pricing controls, please do not hesitate to contact me at (906) 228-5125, or via email at jmelchiori@trimediae.com.

Mr. Matthew Treado, P.E.
U.P. Engineers & Architects, Inc.
October 6, 2022
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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.

Sincerely,
TriMedia Environmental & Engineering Services, LLC



Gerald W. Melchiori
Survey Manager

GWM/mlh
cc: TriMedia File 2022-7510

ACCEPTANCE

U.P. Engineers & Architects, Inc. (herein referred to as "Client") hereby contracts with TriMedia to perform the services described above in *TriMedia Proposal Number 2022-7510* and in accordance with the *Master Sub-Contract Services Agreement, dated August 4, 2022*, unless otherwise specified in writing.

U.P. Engineers & Architects, Inc.

**TriMedia Environmental & Engineering
Services, LLC**

Jeffrey J. West, P.S., Principal

Tom L. Anthos, CIH, Member

Date: _____

Date: _____

TERMS AND CONDITIONS

The Firm shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities. The cost of the restoration of any resulting damage shall be borne by Client.

FEE:

The total fee shall not be exceeded without written approval of Client.

COMPLETION DATE:

The project which is the subject of this Agreement shall be completed by: December 31, 2022.

BILLINGS/PAYMENTS:

Invoices for the Firm's services shall be submitted upon completion of the project. Invoices shall be payable within thirty (30) days after the invoice approved by Council date.

LATE PAYMENTS:

Accounts unpaid ninety (90) days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance (18% true annual rate).

INDEMNITY:

Except as to the restoration of damage as referred to above, The Firm 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 the Firm in the performance of professional services under this Agreement, to the extent the Firm is responsible for such damages and losses on a comparative basis of fault and responsibility between the Firm and the Client. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Firm 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.

INSURANCE:

- a. The Firm will furnish to Client the Certificates of Insurance indicating the required coverages and conditions prior to the commencement of work under this contract.
- b. The Firm, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Client. The requirements below should not be interpreted to limit the liability of The Firm. All deductibles and SIRs are the responsibility of The Firm.

c. The Firm shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance**, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. **Commercial General Liability** not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent.

3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. **Additional Insured:** All policies shall include an endorsement stating the following shall be Additional Insureds: The Client, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Client as additional insured, coverage afforded is considered to be primary and any other insurance the Client may have in effect shall be considered secondary and/or excess.

5. **Cancellation Notices:** Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (City of Ishpeming, Attention: City Clerk, 100 East Division Street, Ishpeming, Michigan 49849)

TERMINATION OF SERVICES:

This Agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm nothing.

OWNERSHIP OF DOCUMENTS:

The Firm's plans, reports, drawings, maps, compilations and other documents or creations prepared under this Agreement, including works which are solely electronic, shall become the property of Client upon completion of the work and payment in full of all monies due to The Firm.

APPLICABLE LAWS:

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