



November 22, 2022

City of Buchanan
302 North Redbud Trail
Buchanan, MI 49107

Attention: Ms. Heather Grace, City Manager

RE: PROPOSAL FOR DESIGN & CONSTRUCTION ENGINEERING SERVICES FOR THE SCHIRMER PARKWAY TRAIL

Dear Ms. Grace:

Wightman is a full-service consulting firm that exists to serve people and the communities we live in. Our dynamic team of over 170 professionals works to analyze, advise, design, and deliver successful projects in partnership with governments, businesses, and institutions in our communities. Our unique approach is to offer comprehensive multi-disciplinary services, industry expertise, accurate scope of work, and a passion for listening. Becoming trusted advisors and true partners guides our actions.

As such, Wightman is pleased to present the following design and construction engineering services proposal for the Schirmer Parkway Trail project. This proposal details the anticipated intermediate tasks necessary to complete this project through design engineering, permitting, and construction.

Section I – Project Goals

The City of Buchanan (City) has been awarded a Transportation Alternatives Program (TAP) Grant split between Statewide TAP funds and SWMPC/NATS MPO TAP funds for a total amount of \$339,772 that can be used for the construction of the trail segment. The TAP Grant is administered by the Michigan Department of Transportation (MDOT) and will go through the MDOT design and letting process. The preliminary schedule anticipates project letting in early 2024 with construction in summer 2024. The City has also sought a Department of Natural Resources Trust Fund Grant in the amount of \$300,000. Confirmation of that funding source should be announced after their board meeting on December 14, 2022.

Based on previous conversations with the City and the current project scope, Wightman understands the goals for the project are as follows:

- Provide professional knowledge and expertise to assist the City with grant seeking. Work with the grant agencies to provide information that satisfies the application guidelines to achieve the maximum points. ***This task has been completed and is included in the proposed fees.***
- Provide design and construction engineering for the Schirmer Parkway Trail from the existing McCoy's Creek Trail Head (at the Schirmer Parkway and Woodside Drive intersection) to the River Saint Joe Brewery on Walton Road.
- Design the proposed trail in accordance with the following:
 - American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities and Guide for the Development of Pedestrian Facilities
 - Federal Highway Administration (FHWA) Designing Sidewalks and Trails for Access
 - MDOT Standard Specifications for Construction

BENTON HARBOR

▲ 2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022
○ 269.927.0100

ALLEGAN

▲ 1670 LINCOLN ROAD (M-40)
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○ 269.673.8465

KALAMAZOO

▲ 433 E. RANSOM STREET
KALAMAZOO, MI 49007
○ 269.327.3532

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- Michigan Manual on Uniform Traffic Control Devices (MMUTCD)
- Complete design and all required bid documents for a winter 2024 MDOT letting with construction anticipated in Summer 2024.

Section II – Scope of Services

The proposed Schirmer Parkway Trail is approximately 0.80 miles (4,200 feet) and consists of a 10-foot-wide paved non-motorized path, 5.5-foot-wide concrete sidewalk, crosswalks, and trailway signage.

The following is a summary of tasks and required scope of services:

1) Topographic Survey

- a. Perform all necessary topographic surveys at the site including, but not limited to, vertical road profile, horizontal road alignment, topography, existing utilities, etc.
- b. Establish the existing road rights-of-way and property boundaries.
- c. Following completion of the topographic survey, develop an AutoCAD Civil 3D file to be utilized for design of the proposed trail.

2) Soil Borings

- a. Complete four (4) soil borings to a depth of 5 feet along the proposed trail location to determine existing soil conditions.

3) Design Engineering

- a. Kickoff Meeting
 - Wightman staff will conduct a kickoff meeting with City staff to review scope of work, potential design alternatives, and site constraints.
- b. Site Inspection
 - Wightman will perform an on-site inspection of the project site.
- c. Schematic Alternatives
 - Following completion of the Kickoff Meeting and Site Inspection, Wightman will develop and present to the City proposed trail alternatives along Schirmer Parkway including estimated cost differences.
- d. Permitting
 - Prepare and submit the Soil Erosion Control Permit Application.
 - Prepare and submit the MDOT Program Application.
 - Completion of necessary environmental clearances such as NEPA, SHPO, and Fish & Wildlife.
 - An EGLE/USACE Joint Permit Application isn't included for this project but if determined necessary, we will add it to the scope as an addition item.
- e. Utility Coordination
 - Wightman will coordinate all utility relocations as required. We begin this process during the early stages of design to minimize conflicts and potential delays during construction.
- f. Preliminary Cost Estimate



- Having obtained the necessary field information and approved scope of improvements, prepare a preliminary cost estimate for the proposed trail and associated improvements.
- g. Grade Inspection (GI) Package
 - Prepare a set of preliminary plans for the site containing all information required by the City and MDOT.
 - Submit Grade Inspection Package, including preliminary plans, preliminary cost estimate, and project special provisions to the City for review and approval.
 - Revise Grade Inspection Package per City comments for submittal to the MDOT.
- h. Grade Inspection Meeting
 - Attendance of Wightman project staff at the MDOT Grade Inspection Meeting.
- i. Final Package
 - Prepare a set of final plans for the site containing all detailed information required by the City and MDOT to construct the proposed trail.
 - Submit Final Package, including final plans, final cost estimate in MERL format, project special provisions, and all necessary permits/clearances to the City for review and approval.
 - Revise Final Package per City comments for final submittal to the MDOT.
- j. MDOT Proposal Review
 - Following submittal of the Final Package to MDOT, review the MDOT prepared proposal to ensure all project related information, including special provisions, details, etc., are included.

4) Construction Engineering

- a. Preconstruction Meeting
 - Wightman staff will schedule and attend a preconstruction meeting with the City, MDOT, and Contractor.
- b. Shop Drawings and Submittals
 - Provide review and approval of any shop drawings and contractor submittals, as needed.
- c. Construction Inspection
 - Provide full-time construction inspection and testing service, including adherence to the project plans and specifications.
 - Monitor progress, provide coordination, and attend monthly progress meetings.
 - We have assumed a 12 week construction duration, 50 hours per week.
- d. Construction Staking
 - Perform construction staking and surveying throughout the project.
- e. Pay Estimates and Contract Modifications
 - Prepare monthly pay applications throughout the project.
 - Prepare change orders and contract modifications, as required.
- f. Final Walkthrough
 - Conduct a punch list and final walk through with the Contractor, City, and MDOT staff to confirm acceptance of the project work.
- g. As-Recorded Drawings

- Develop and provide As-Recorded drawings for the project.

The following items have not been included within our Scope of Services, however, may be required based on our experience with similar projects. If any of the below tasks are determined to be necessary as part of this project, Wightman would be pleased to assist as an additional service.

- a. Easement Acquisition
 - Permanent easement acquisition is anticipated for this project and will be contracted as a separate fee.

Section III - Fees

Schirmer Parkway Trail Project

1) Planning and Funding Assistance	\$29,300.00
2) Topographic Survey	16,600.00
3) Soil Borings	4,600.00
4) Design Engineering	35,400.00
5) Construction Engineering	<u>98,800.00</u>

ESTIMATED LUMP SUM FEE **\$184,700.00**

Reimbursable expenses have been included in the above estimated fee. A schedule of eligible expenses is listed in the attached Terms and Conditions document.

Section IV – Schedule

We have provided the following proposed schedule:

Tentative Authorization to Proceed	December 2022
Begin Topographic Survey and Soil Borings	December 2022
Begin NEPA and other Environmental Clearances	January 2023
Complete Topographic Survey and Soil Borings	February 2023
Submit NEPA to MDOT	March 2023
Provide alternatives to City for Review	April 2023
Submit Grade Inspection Package to MDOT	July 2023
Estimated Grade Inspection Meeting	August 2023
Submit Final Documents to MDOT	October 2023
Estimated MDOT Letting	February 2024
Construction	Summer 2024

The above schedule is dependent on the response and approval time of the City and MDOT.

Section V – Terms and Conditions

Our standard terms and conditions are attached.



Ms. Heather Grace, City Manager

11/22/2022


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We are extremely excited about the opportunity to continue our partnership 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 comments or questions, please feel free to contact me.

Very truly yours,

WIGHTMAN



Suzannah Deneau, Project Manager
sdeneau@gowightman.com

cc: Richard Murphy, Community Development Director

This proposal is approved and accepted by:

Signature

Date

Printed Name and Title





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.