



December 31, 2013

Mr. Matt Griffith  
Superintendent, Wastewater Treatment Plant  
City of Charlotte  
111 East Lawrence Avenue  
Charlotte, MI 48813-1554

Re: Proposal for Professional Services  
WWTP Regulatory Assistance - 2015  
Renewal of NPDES Permit

Dear Mr. Griffith:

As requested, Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to offer this proposal to assist the City of Charlotte (City) with renewal of its National Pollutant Discharge Elimination System (NPDES) permit.

FTCH understands that the City's NPDES permit expires in October 2015, and that a completed renewal application must be submitted to the Michigan Department of Environmental Quality (MDEQ) no later than April 4, 2015. We also understand that, as part of this renewal effort, the City desires an assessment of its current Industrial Pretreatment Program (IPP) local limits to determine if current values comply with required protection. This proposal covers both tasks.

Mr. Jerald O. Thaler, P.E. will lead the project on behalf of FTCH. Mr. Thaler is highly qualified to serve the City in this role, as summarized by the following resume highlights:

- 25+ years experience with WWTP regulatory matters; long-standing relationships with staff members of MDEQ's permitting and industrial pretreatment sections.
- Key role in renewing NPDES permits for numerous Michigan-based clients, including large municipalities, small communities, and major industries; assisted with renewal of current permit for the City's Wastewater Treatment Plant (WWTP) in 2010.
- Recognized statewide for expertise in local limit reevaluations and other IPP issues; performed evaluation of the City's current local limits, also in 2010.
- References for which NPDES permitting and/or IPP-related services are currently being provided include, but are not limited to, the following:

City of Ann Arbor  
Mr. Earl Kenzie  
Wastewater Services Manager  
734 794-6450

City of Flint  
Mr. Robert Case  
Water Pollution Control Supervisor  
810 766-7210

City of Ithaca  
Mr. Robert Studt  
Public Works Director  
989 875-3200

City of Ionia  
Mr. Chris Kenyon  
Public Utilities Director  
616 527-0370

City of Ludington  
Mr. Chris Cossette  
WWTP Superintendent  
231 843-3190

City of Mount Clemens  
Mr. Jason Pich  
Laboratory/IPP Supervisor  
586 469-6889

City of Petoskey  
Ms. Sherrie Elliott  
Public Works Supervisor  
231 348-0368

City of Reed City  
Mr. Curt Brackenrich  
WWTP Superintendent  
231 832-5353

City of New Baltimore  
Mr. Bill Bade  
WWTP Superintendent  
586 725-9363

## Scope of Services

### Task 1 – NPDES Permit Application

FTCH will provide as-needed assistance with the NPDES permit renewal application. While requests from the City will determine services to be provided, we anticipate the following based on experience with similar assignments:

- a. Visit the MDEQ offices in Lansing and, under a Freedom of Information Act request, review internal files to identify comments and concerns about the Charlotte WWTP.
- b. Review the finalized application from 2010 and extract information for the new application.
- c. Review the draft application prepared by City staff. Complete with updated data, system description, figures, etc. as necessary.
- d. Evaluate the completed draft application for potential permit issues. Prepare a summary memorandum of the findings, including recommendations for immediate actions (e.g., additional sampling data) which may help resolve these issues.
- e. Furnish finalized application, and a suggested cover letter, for the City's submittal to the MDEQ.

### Task 2 – Assessment of IPP Local Limits

We will also perform an assessment of the City's current IPP local limits to ensure sufficient protection is provided against WWTP interference and pass-through. This will include the following activities:

- a. Obtain values for calculation parameters from the previous local limits study (FTCH, August 2010).
- b. Working with City staff, identify and estimate values for calculation parameters which have likely changed from the previous study.
- c. Perform a preliminary local limits recalculation using these values, combined with the latest MDEQ water quality standards and U.S. Environmental Protection Agency guidelines, for the pollutants of concern listed below.
- d. Furnish a letter report summarizing conclusions of this study and any recommendations for further action.

| <u>Compatibles</u>     | <u>Toxics</u> |
|------------------------|---------------|
| 5-day BOD              | Aluminum      |
| Total Suspended Solids | Arsenic       |
| Total Phosphorus       | Cadmium       |
| Ammonia Nitrogen       | Chromium      |
| FOG, Total             | Copper        |
| FOG, Nonpolar          | Cyanides      |
|                        | Lead          |
|                        | Mercury       |
|                        | Molybdenum    |
|                        | Nickel        |
|                        | Selenium      |
|                        | Silver        |
|                        | Zinc          |

BOD – Biochemical Oxygen Demand  
FOG – Fats, Oil and Grease



### Task 3 – NPDES Permit Negotiations

In addition, we will provide as-needed assistance in reviewing the draft permit and negotiating with the MDEQ to obtain the best possible permit from the City's perspective. As with any new permit, negotiation activities and duration are currently unknown.

### Fees and Authorization

FTCH proposes a time-and-materials budget of Three Thousand Five Hundred Dollars (\$3,500), although inherent uncertainties prevent a firm estimate of what effort will actually be required. If this budget proves more than sufficient based on requested services, the excess funds will not be spent; if it proves to be insufficient, we will notify you immediately and not proceed without prior written approval.

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 Patricia M. Barnard ([pmbarnard@ftch.com](mailto:pmbarnard@ftch.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.

FTCH appreciates the opportunity to assist the City with these important matters. If you have any questions or require additional information, please contact me at 517.887.4080 or [jothaler@ftch.com](mailto:jothaler@ftch.com).

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, appearing to read "J. Thaler", is written over a horizontal line.

Jerald O. Thaler, P.E.

pmb  
Attachments  
By email





## PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME WWTP Regulatory Assistance – 2015 / Renewal of NPDES Permit  
FTCH CONTACT Jerald O. Thaler, PE  
CLIENT City of Charlotte  
CLIENT CONTACT Mr. Matt Griffith  
ADDRESS 111 East Lawrence Avenue, Charlotte, MI 48813-1554

hereby requests and authorizes Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) to perform the following:

### SCOPE OF SERVICES:

Professional engineering services in accordance with the FTCH proposal letter dated December 31, 2014.

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

- ☒ Terms and Conditions for Professional Services, attached.
- ☒ Proposal dated December 31, 2014.
- ☐ Other:

### METHOD OF COMPENSATION:

- ☐ Lump Sum for Defined Scope of Services
- ☒ Hourly Billing Rates plus Reimbursable Expenses
- ☐ Other:

### Budget for above Scope of Services:

Three Thousand Five Hundred Dollars (\$3,500).

### ADDITIONAL PROVISIONS (IF ANY):

N/A

### APPROVED FOR:

City of Charlotte

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_

### ACCEPTED FOR:

Fishbeck, Thompson, Carr & Huber, Inc.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Senior Vice President

December 31, 2014

## Terms and Conditions for Professional Services

1. **METHOD OF AUTHORIZATION.** CLIENT may authorize FTCH 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 used, these Terms and Conditions shall prevail as the basis of CLIENT's authorization to FTCH. 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 criteria and full information as to requirements for the Project and designate in writing a person with authority to act on CLIENT's behalf on all matters concerning the Project. If FTCH's services under this Agreement do not include full-time 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 FTCH that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, CLIENT shall compensate FTCH at hourly billing rates in effect when services are provided by FTCH employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for CLIENT's Project. Reimbursement shall be at FTCH's current rate for mileage for service 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 of probable construction cost and/or total project cost provided by FTCH will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, FTCH cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by FTCH will be the care and skill ordinarily used by members of FTCH's profession practicing under similar circumstances at the same time and in the same locality. FTCH makes no warranties, express or implied, under this Agreement or otherwise, in connection with FTCH's services.
7. **TERMINATION.** Either CLIENT or FTCH may terminate this Agreement by giving ten days' written notice to the other party. In such event, CLIENT shall pay FTCH in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of FTCH) a termination charge to cover finalization work 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, FTCH will return to CLIENT all documents and information which are the property of CLIENT.
8. **SUBCONTRACTORS.** FTCH may engage subcontractors on behalf of CLIENT to perform any portion of the services to be provided by FTCH hereunder.
9. **PAYMENT TO FTCH.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. 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 FTCH by any governmental entity.  
  
If CLIENT directs FTCH to invoice another, FTCH will do so, but CLIENT agrees to be ultimately responsible for FTCH's compensation until CLIENT provides FTCH with that third party's written acceptance of all terms of this Agreement and until FTCH agrees to the substitution.  
  
In addition to any other remedies FTCH may have, FTCH 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.** FTCH 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. FTCH 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 FTCH.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, FTCH'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 \$50,000 or the amount of the fee earned under this Agreement.



## Terms and Conditions for Professional Services (continued)

To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims for which FTCH 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 FTCH by FTCH's insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of FTCH'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 FTCH 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 FTCH and FTCH'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 FTCH.

Upon request, CLIENT and FTCH 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 FTCH and FTCH'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 FTCH.

14. **INDEMNIFICATION.** FTCH will defend, indemnify, and hold CLIENT harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by FTCH's negligence or willful misconduct. CLIENT agrees to defend, indemnify, and hold FTCH harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by FTCH's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of FTCH. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** CLIENT and FTCH waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either CLIENT or FTCH 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 FTCH brings a lawsuit against CLIENT to collect invoiced fees and expenses, CLIENT agrees to pay FTCH's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** FTCH 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 FTCH 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 FTCH. CLIENT shall defend, indemnify, and hold harmless FTCH 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 may be transmitted to CLIENT in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in FTCH's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on FTCH's computer network shall govern. FTCH cannot guarantee the longevity of any material transmitted electronically nor can FTCH guarantee the ability of the CLIENT to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** CLIENT and FTCH each are hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and FTCH 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 FTCH shall assign this Agreement without the written consent of the other.

Neither CLIENT nor FTCH will have any liability for nonperformance caused in whole or in part by causes beyond FTCH'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 by the law of the principal place of business of FTCH.

This Agreement constitutes the entire agreement between CLIENT and FTCH 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