



FITZGERALD HENNE
& ASSOCIATES, INC.

engineering, surveying, landscape architecture & environmental services

February 6, 2012

MICHAEL J. DYER, P.E.
GREGORY L. MINSHALL, P.E.

Ms. Amy Schoonover, P.E.
Director of Public Works, City Engineer
City of Charlotte
111 Lawrence Ave.
Charlotte, MI 48813-1554

RE: Acquisition of 34 Acre Park / Michigan Natural Resources Trust Fund Grant

Dear Ms. Schoonover:

Thank you for the opportunity to provide this proposal to prepare an application to the Michigan Natural Resources Trust Fund program for a Land Acquisition Grant to purchase 34 acres of property, currently owned by the Charlotte County Club.

We propose to provide the following services:

1. Evaluate the history of the site and work with an agent of the Michigan Department of Natural Resources Grants Management program to determine the feasibility of submitting an application for the Michigan Natural Resources Trust Fund. Since there is documented contamination on the proposed site as noted in the recent Phase II ESA prepared by NTH, December 23, 2009, determining the feasibility of our application is a prudent first step.
2. Prepare a Michigan Natural Resources Trust Fund Application for Land Acquisition for the not to exceed without prior authorization amount of \$12,426.25. Please see the attached spreadsheet for a detail of tasks and estimated hours.

We understand that the City of Charlotte may wish to complete some of the outlined tasks, and that some items have been completed. We will adjust accordingly. Please note that a Due Care plan will be required by October 1, which is not included in this proposal. However, we have \$2,500 remaining in the proposed budget.

Two copies of this proposal are enclosed. Fitzgerald Henne & Associates, Inc. requests that you sign one copy of this proposal and return it to us if it meets with your approval.

By accepting this proposal, Fitzgerald Henne & Associates, Inc. understands that the undersigned is authorized to enter into this agreement, and that you accept the terms and conditions included in the Fitzgerald Henne & Associates, Inc. Agreement for Engineering Services which is attached to this proposal. If you wish to discuss the scope of work included in this proposal or the terms and conditions in the Agreement for Engineering Services please contact us.

517.887.1100 • FAX: 517.887.6335

4063 GRAND OAK DR. • SUITE A109 • LANSING, MI 48911

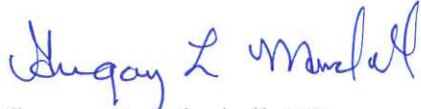
www.fitzgeraldhenne.com



Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,

FITZGERALD HENNE & ASSOCIATES, INC.



Gregory L. Minshall, P.E.
President

PROPOSAL ACCEPTED BY:

City of Charlotte

Authorized Signature

Date

Printed Name

Title

enclosure

cc: Meredith S. Baker, Fitzgerald Henne & Associates, Inc.

Fitzgerald Henne & Associates, Inc.
City of Charlotte
34 Acre Park

Billing Rate	\$150 GLM	\$65 SAL	\$55 MSB	\$130 MJG	W&WE	Expenses	TASK TOTALS	Comments
Michigan Natural Resources Trust Fund Application For Land Acquisition								
- Tax ownership records, title work			0.5			\$300.00		May be complete
- Drain as built, easements		0.25						Amy
- Cost for property, buy/sell								Amy
- Identify source for local share		4	2					Due March 1
- Recreation plan, review and update								Amy
- History with grants								Amy
- Park history (closures)								
- Right-of-way maps, survey control, utility easement				8				
- Contamination (Phase 1 ESA)	0.5		0.5			\$2,500.00		Complete, need Due Care Plan
- Wetlands	0.5			8	\$1,500.00			
- Boundary drawing				4				
- Trail linkage maps		1						
- Layout proposed park	1	16						
- Meet w/ Park Commission								
- Prepare application	4	4	8					Due April 1
- Letters of support								Amy
- Public Hearing								
- Council resolution								
Meetings and Project Management	8	8	12					
Subtotal:	14	33.25	23	20			90.25	
Cost:	\$2,100.00	\$2,161.25	\$1,265.00	\$2,600.00	\$1,500.00	\$300.00	\$12,426.25	

TOTAL ESTIMATED COST: \$12,426.25

FITZGERALD HENNE & ASSOCIATES, INC.

AGREEMENT FOR ENGINEERING SERVICES

These General Conditions of Service are incorporated into the foregoing Proposal along with any Supplemental Conditions of Service or Special Conditions of Service. Together these documents constitute the Agreement. Client understands that the acceptance of the Proposal indicates acceptance of the Agreement under which services are to be performed for Client by Fitzgerald Henne.

1 DEFINITION OF PARTIES

Fitzgerald Henne includes the company Fitzgerald Henne & Associates, Inc., including its branch offices, subsidiaries and affiliates, and all its officers, employees, agents, subcontractors, and assignees. Client includes the company, partnership and/or individual who execute(s) the foregoing proposal, and its/their officers, partners, agents, employees and assignees.

2 SCOPE OF WORK

The scope of work includes all services specified in the foregoing proposal, and other incidental services reasonably necessary to fulfill the obligations under this Agreement. Except as otherwise noted in this Agreement, or as agreed to in writing between Fitzgerald Henne and Client, Fitzgerald Henne shall serve as an independent contractor to Client, and not as Client's agent. Fitzgerald Henne shall have control over and be responsible for the means and methods for providing services under this Agreement.

3 CHANGED CONDITIONS

Client understands that the scope of work and time schedules defined in the Proposal were developed using information provided to Fitzgerald Henne by Client. If this information is incomplete or inaccurate, or if the site or work conditions vary from those indicated by Client, or if Client directs Fitzgerald Henne to modify the original scope of work defined in the Proposal, Fitzgerald Henne shall prepare and Client shall execute a written amendment to the Agreement to adjust the costs and/or performance time for the work. Consent to amendments shall not be unreasonably withheld.

4 USE OF SUBCONTRACTORS

Fitzgerald Henne and Client understand that irrespective of the assignment provisions in Paragraph 27 of this Agreement, Fitzgerald Henne may retain subcontractors to perform services customarily performed by subcontractors.

5 INFORMATION PROVIDED BY CLIENT

Client will make available to Fitzgerald Henne all relevant information required by Fitzgerald Henne, and will instruct Fitzgerald Henne fully as to Client's requirements, including design objectives, constraints and criteria, special equipment and systems, site requirements and construction budget. Fitzgerald Henne will be entitled to rely upon the accuracy and completeness of all such information and data furnished

by Client or the Client's other consultants whether such consultants are engaged at the request of Fitzgerald Henne or not.

6 SURVEYING, GEOTECHNICAL AND OTHER TESTING

Unless expressly agreed to otherwise, all labor, equipment and supplies required to fulfill the scope of work for each project will be provided by Fitzgerald Henne. When requested by Fitzgerald Henne, the Client will engage other consultants directly to obtain information necessary for Fitzgerald Henne to fully carry out its duties, such information to include a legal survey of the site, site utilities data, geotechnical reports and appropriate test data.

7 REVIEW OF DOCUMENTATION

The Client will designate in writing a representative to have authority to transmit instructions to and receive information from Fitzgerald Henne. The Client will promptly review all documentation submitted by Fitzgerald Henne, and inform Fitzgerald Henne of decisions in time for the orderly progress of its services and of the work on the Client's project. The Client will immediately notify Fitzgerald Henne whenever the Client, or the Client's representative becomes aware of a defect or deficiency in the work or the contract documents.

8 PERMITS AND APPROVALS

Unless otherwise provided in this agreement or explicitly required by legislation, where the work of Fitzgerald Henne is subject to the approval or review of an authority, department of government, or agency other than the Client, preparation of applications for approval or review will be the responsibility of Fitzgerald Henne. Unless expressly directed to do otherwise in writing, these applications will be provided to the Client for the Client's direct submittal to the approving or reviewing body. The Client will obtain all required consents, approvals and licenses and permits from authorities having jurisdiction. The Client will also arrange and pay for tender advertising and any necessary legal, financial or insurance counseling services required for the project.

9 JOBSITE SAFETY

Fitzgerald Henne is solely responsible for its own employees' activities on the jobsite. This statement will not be construed, however, to relieve the Client and other contractors from their responsibilities for maintaining a safe jobsite.

The Client agrees that each contractor hired by the Client is solely responsible for its own personnel's jobsite safety, and warrants that this intent will be made evident in the Client's agreements with other contractors.

10 POTENTIAL PROPERTY DAMAGE

The Client understands that use of exploration and construction equipment may cause some damage, and agrees that any repair or site restoration is the Client's responsibility.

11 BURIED UTILITIES

The Client will furnish to Fitzgerald Henne information identifying the type and location of utility lines and other manmade objects beneath the site's surface when drilling or digging is required to fulfill the obligation of this agreement. Fitzgerald Henne will take reasonable precautions to avoid damaging these manmade objects and will, prior to penetrating the site's surface, furnish to the Client a plan indicating the locations intended for these penetrations with respect to what Fitzgerald Henne has been told are the locations of utilities and other manmade objects beneath the site's surface. The Client will approve the location of these penetrations prior to their being made and the Client will authorize Fitzgerald Henne to proceed.

12 BILLINGS AND PAYMENTS

Client shall pay Fitzgerald Henne for services performed in accordance with the rates and charges listed in this Agreement and any related documents. Invoices will be submitted by Fitzgerald Henne from time to time, but no more frequently than every two weeks, and shall be due and payable within 30 calendar days of invoice date. If Client objects to all or any portion of an invoice, Client shall notify Fitzgerald Henne within 14 calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute.

Client shall pay an additional charge of 1.5 percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Fitzgerald Henne more than 30 calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client.

Application of the percentage rate indicated above as a consequence of Client's late payments does not constitute any willingness on Fitzgerald Henne's part to finance Client's operation, and no such willingness should be inferred. If Client fails to pay undisputed invoiced amounts within 30 calendar days of the date of the invoice, Fitzgerald Henne may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend this Agreement, or terminate this Agreement as provided for in Paragraph XXV.

13 RIGHT OF ENTRY

Client shall provide for Fitzgerald Henne's right to enter from time to time property owned by Client and/or others so that Fitzgerald Henne may perform services on Client's behalf.

14 OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, specifications, drawings and other instruments of service shall remain the property of Fitzgerald Henne. Fitzgerald Henne shall retain these records for five years following submission of its report, during which period they will be made available to Client at all reasonable times.

Any reuse of documents without written verification or adaptation by Fitzgerald Henne for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Fitzgerald Henne, or to Fitzgerald Henne's independent professional associates or consultants and the Client will indemnify and hold harmless Fitzgerald Henne and Fitzgerald Henne's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Fitzgerald Henne to further compensation at rates to be agreed upon by the Client and Fitzgerald Henne.

All concepts, products or processes produced by or resulting from the services rendered by Fitzgerald Henne in connection with the project, or which are otherwise developed or first reduced to practice by the engineer in the performance or service, and which are patentable, capable of trademark or otherwise, will be and remain the property of Fitzgerald Henne.

The Client will have a permanent, non-exclusive, royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise, produced by or resulting from the services rendered by Fitzgerald Henne in connection with the project, for the life of the project, and for no other purpose or project.

15 STANDARD OF CARE

Services performed by Fitzgerald Henne under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by other engineers currently practicing in the same locality under similar conditions.

No other representations, warranties, or guarantees, express or implied, are created by statute or common law, nor extended by rendering consulting services or by furnishing any oral or written report, opinion, document or information about Fitzgerald Henne's findings.

16 TRANSFER OF INFORMATION

Client and Fitzgerald Henne understand that all work performed under this Agreement is for the sole use of Client and to fulfill the purpose of this agreement. Client further agrees that Fitzgerald Henne is not responsible for interpretation by others of any reports, opinions, documents or information provided to Client by Fitzgerald Henne, and Client will indemnify, defend and hold Fitzgerald Henne harmless from any claim or liability for injury or loss caused by the use of same by any third parties.

17 OPINIONS OF COST

Since Fitzgerald Henne has no control over the cost of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, Fitzgerald Henne's opinions of probable Total Project Costs or Construction Costs represent Fitzgerald Henne's best judgment as an experienced and qualified professional engineer, familiar with the construction industry, but Fitzgerald Henne does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by Fitzgerald Henne to the Client hereunder.

18 LIMITATION ON PROFESSIONAL LIABILITY

Client agrees to limit any liability of Fitzgerald Henne and its subcontractors which might arise from Fitzgerald Henne's or its subcontractors' acts, errors or omissions, such that the aggregate liability of Fitzgerald Henne and its subcontractors shall not exceed \$1,000,000.

Client agrees that each contractor hired by Client is solely responsible for its own negligent acts and warrants that this intent shall be made evident in the Client's agreements with other contractors. Client also warrants that in any separate agreements between Client and other contractors working alongside or in conjunction with Fitzgerald Henne on the job-site, the other contractors have been or will be required to limit Fitzgerald Henne's liability to \$1,000,000 for any damages these contractors might suffer. Neither these contractors nor any of their subcontractors assumes any liability for damages to others which may arise on account of Fitzgerald Henne's professional acts, errors or omissions, except as otherwise stipulated in this Agreement.

19 LIMITATION OF LIABILITY FOR FAILURE TO PROVIDE NOTICE OF HAZARDOUS CONDITIONS

Fitzgerald Henne may provide services and/or advice intended to protect Client and third parties from exposure to contamination, chemicals, and hazardous substances, or intended to reduce the possibility of property damage, injury or death. Client agrees that Fitzgerald Henne is not serving as Client's health and safety officer, and that Fitzgerald Henne is not expected to identify or anticipate every present or future potentially hazardous condition or procedure in the reviewed areas. When Fitzgerald Henne undertakes such activities or provides information to a Client, Client agrees to release, hold harmless and indemnify Fitzgerald Henne for all costs related to any liability resulting from failing to identify or notify Client of known or unknown hazardous conditions or procedures, failure to recommend or improperly recommending methods to reduce or eliminate risk, and/or failing to check to ensure that hazardous conditions or procedures identified by Fitzgerald Henne are corrected. The terms of this clause expressly include, but are not limited to, liability to third persons who will or might rely on information provided by Fitzgerald Henne to Client.

20 LIMITATION OF LIABILITY FOR LOST PROFIT

In no event shall Fitzgerald Henne be liable in contract, tort or otherwise for Client's loss of profits, delay damages, or for any special, incidental, or consequential loss or damage of any nature arising at anytime or from any cause whatsoever.

21 BAR TO LEGAL ACTION

All legal actions by either party against the other for breach of this Agreement or any addendum to it, or for failure to perform in accordance with the applicable standard of care, or that are essentially based upon such breach or such failure, shall be barred after two years have passed from the time the claimant knew or should have known of its claim, and under no circumstances shall a legal action be initiated after four years have passed from the date by which Fitzgerald Henne substantially completes its services. Substantial completion shall be defined to mean completion of monitoring services as called for in this Agreement, unless Fitzgerald Henne's services are terminated earlier. After four years have passed from the date of substantial completion, Client agrees to defend, indemnify and hold Fitzgerald Henne harmless from any claim, liability, injury or loss allegedly arising from Fitzgerald Henne's failure to perform in accordance with the applicable standard of care. In addition, Client agrees to compensate Fitzgerald Henne for any time spent or expenses incurred in defense of any such claim, with compensation to be based upon Fitzgerald Henne's prevailing fee schedule and expense reimbursement policy.

22 ARBITRATION OF DISPUTES

All claims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or its breach, shall be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, unless the parties agree otherwise.

23 LEGAL EXPENSE

In the event of a claim against Fitzgerald Henne, at law or otherwise, for any alleged error, omission or other act arising out of the performance of its services, and to the extent of failure to prove such claim, the Client shall pay all costs, including attorney's fees, incurred by Fitzgerald Henne in defending itself against the claim.

24 TERMINATION OF AGREEMENT

Client or Fitzgerald Henne may terminate this Agreement without penalty upon seven calendar days written notice to the other party, provided, however, that Client shall be obligated according to the terms of this Agreement for all services performed and obligations incurred by Fitzgerald Henne on Client's behalf as of the effective date of termination. When a "lump sum" agreement has been entered into, Fitzgerald Henne's termination charges shall include an allowance for profit lost as a result of termination.

25 TERMINATION OF OFFER

Unless it is accepted in its entirety, or an extension of the time of acceptance is agreed to in writing by Fitzgerald Henne, the proposal to which this Professional Services Agreement is attached shall terminate at the earliest of (1) 45-days after the date on the proposal or (2) upon communication to Client notice that the proposal is rescinded or modified.

26 SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Fitzgerald Henne shall survive the completion of the services contracted for and the termination of the Agreement.

27 ASSIGNMENT

Neither party to this Agreement shall assign its duties and obligations under this Agreement without the prior written consent of the other party, except as provided in Paragraph IV.

28 CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Michigan. Any action at law or in equity shall be brought in the courts of the State of Michigan.

29 SEVERABILITY

If any provision in this Agreement is deemed invalid or unenforceable, the other provisions of the Agreement shall remain in full force and effect, and binding upon Client and Fitzgerald Henne.

30 SECTION HEADINGS

The heading or title of a section is provided for convenience and information and does not alter or affect the provisions included in this Agreement.