



RIPSTRA & SCHEPPELMAN, INC.
CIVIL ENGINEERING - LAND SURVEYING

2535 SPRING ARBOR ROAD
JACKSON, MI 49203
OFFICE 517-789-9898
FAX 517-789-6065
www.ripstra-scheppelman.com

**JACKSON COUNTY AIRPORT AND BLACKMAN DDA
WETLAND BID COMPARISON**

FISHBECK AIRPORT BID:

\$12,000.00 Wetland Delineation, Mapping and EGLE Level 3 WIP
\$4,100.00 WIP Application Fee (maximum)
\$16,200.00 TOTAL BID

OHM AIRPORT BID:

\$18,600.00 Wetland Delineation, Mapping and EGLE Level 3 WIP
\$4,100.00 No WIP Application Fee Included in bid so used Fishbeck's
\$22,700.00 TOTAL BID

TRI TERRA AIRPORT BID:

\$7,250.00 Wetland Delineation, Mapping and EGLE Level 3 WIP
\$4,100.00 WIP Application Fee Estimated at \$3,430.00 so used Fishbeck's
\$11,350.00 TOTAL BID

FISHBECK BLACKMAN DDA BID:

\$5,900.00 Wetland Delineation, Mapping and EGLE Level 3 WIP
\$1,460.00 WIP Application Fee (maximum)
\$7,360.00 TOTAL BID

OHM BLACKMAN DDA BID:

\$5,500.00 Wetland Delineation, Mapping and EGLE Level 3 WIP
\$1,460.00 No WIP Application Fee Included in bid so used Fishbeck's
\$6,960.00 TOTAL BID

TRI TERRA BLACKMAN DDA BID:

\$4,650.00 Wetland Delineation, Mapping and EGLE Level 3 WIP
\$1,460.00 WIP Application Fee Estimated at \$1,160.00 so used Fishbeck's
\$6,110.00 TOTAL BID

PREPARED BY: Jack L. Ripstra, P.E.

March 4, 2025

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February 17, 2025

Juan Zapata, Manager
Jackson County Airport
3606 Wildwood Avenue
Jackson, MI 49202

**Proposal for Professional Services - Wetland Delineation and Level 3 WIP Assessment
Parcel Numbers 000-08-28-151-001-00, 000-08-28-176-001-01, and 000-08-29-276-002-00
Blackman Township, Jackson County, Michigan**

Fishbeck is pleased to provide this proposal for a wetland delineation and Level 3 Wetland Identification Program (WIP) assessment of approximately 73 acres of undeveloped property consisting of the following three parcels located in Sections 28 and 29 of Blackman Township, Jackson County, Michigan:

- Parcel Number 000-08-28-151-001-00: 40 acres in the northwest quarter of Section 28
- Parcel Number 000-08-28-176-001-01: 26.776 acres in the northwest quarter of Section 28
- Parcel Number 000-08-29-276-002-00: 6.42 acres in the northeast quarter of Section 29

Scope of Services

The proposed scope of services includes the following activities:

Review of Reference Materials

Review available information sources prior to the field investigation to evaluate the nature and extent of potential wetland areas on the referenced property. Such sources include U.S. Department of Agriculture Natural Resources Conservation Service hydric soil maps, U.S. Fish and Wildlife Service National Wetlands Inventory maps, topographic maps, and aerial photographs.

Wetland Delineation

Fishbeck will perform a walk-through evaluation of the referenced property to determine whether wetland areas, regulated or nonregulated, under the 1994 Natural Resources and Environmental Protection Act (NREPA), Act 451, Part 303, are present. The vegetation, soils, and hydrologic qualities will be evaluated for wetlands characteristics in a manner consistent with the 1987 *Corps of Engineers Wetlands Delineation Manual* and 2012 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2)*. The property's wetland boundary will be flagged based upon these characteristics. Our initial site review indicates high potential for wetlands at various locations on the site. The proposed budget assumes a wetland delineation will take up to three days of fieldwork by two wetland scientists.

Wetland boundary flags will be located using Global Positioning System technology with submeter¹ accuracy and transferred onto a base map prepared by Fishbeck. Survey data can be provided to Jackson County and/or their engineer as a DWG file (for CAD application) and/or SHP file (for GIS mapping).

Fishbeck recommends a wetland delineation be conducted during the growing season, when comprehensive evaluation of the plant community is possible. Please note, if a wetland delineation occurs outside of the growing season, the Michigan Department of Environment, Great Lakes and Energy (EGLE) will likely require verification of the wetland boundary during the growing season, prior to issuing a permit for site development that impacts regulated wetlands. Wetland boundary verification is not included in this proposal.

Report Preparation

Prepare a report summarizing the results of the fieldwork and the wetland delineation. Data collected on the vegetation, soils, and hydrologic characteristics of the identified wetland area will be summarized on U.S. Army Corps of Engineers Wetland Determination Data Forms. This report can be used as an attachment for a 1994 NREPA Act 451, Part 303, Wetland Permit Application.

EGLE Wetland Boundary Review

Fishbeck will request that the EGLE complete a Level 3 WIP site review of delineated wetland boundaries. A Fishbeck wetland scientist will attend the meeting to provide input regarding the wetland delineation. If EGLE staff adjust wetland boundaries, Fishbeck staff will survey new wetland boundary flags using Global Positioning System technology with submeter accuracy and update the wetland delineation map prepared by Fishbeck.

The fee for EGLE to complete the WIP evaluation depends upon the total size of the site and the number of acres of delineated wetlands. The Level 3 WIP Service Application fee is \$500 for the first acre or less, and \$50 for each additional acre or fraction of an acre of wetland to be reviewed, and \$20 for each additional acre or fraction of an acre of upland (non-wetland) to be reviewed. Therefore, EGLE's maximum fee for the 73-acre site is \$4,100.

Professional Services Fees

The cost to complete the above tasks is an estimated not-to-exceed fee as noted below:

Task	Fee
Wetland Delineation (Fieldwork and Report)	\$10,900
EGLE Level 3 WIP	\$1,200
WIP Application Fee (maximum)	\$4,100
Total (maximum)	\$16,200

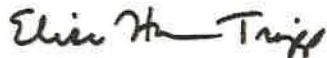
¹ It should be noted that submeter accuracy is not always achievable based on location and canopy cover and is not known until the time of the fieldwork. If submeter accuracy is not achievable during the fieldwork, a note will be added to the report that states the accuracy of the data collected. This scope and fee does not include additional surveys or the use of a surveyor to get submeter accuracy.

Authorization

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 Leanne K. Jeannot (lkjeannot@fishbeck.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.

If you have any questions or require additional information, please contact me at 616.464.3738 or email ehtripp@fishbeck.com.

Sincerely,



Elise Hansen Tripp, PWS
Senior Wetland Scientist/Ecologist

Attachments

By email

Copy: Jack L. Ripstra, P.E. – Ripstra & Scheppelman, Inc.

Professional Services Agreement

PROJECT NAME: Jackson County Airport - Wetland Delineation and Level 3 WIP Assessment
PROJECT LOCATION: Three parcels in Sections 28 and 29 of Blackman Township, Jackson County, Michigan
FISHBECK CONTACT: Elise Hansen Tripp, PWS
CLIENT CONTACT: Juan Zapata, Manager
CLIENT: Jackson County Airport
3606 Wildwood Avenue
Jackson, MI 49202

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES:

Conduct a Wetland Delineation and Level 3 WIP Assessment of three parcels located in Sections 28 and 29 of Blackman Township, Jackson County, Michigan, as outlined in the attached Fishbeck proposal letter.

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

- ☒ Terms and Conditions for Professional Services
- ☒ Proposal Dated: February 17, 2025.
- ☐ Other:

METHOD OF COMPENSATION:

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

Budget for Above Scope of Services: Estimated not-to-exceed fee of Sixteen Thousand Two Hundred Dollars (\$16,200).

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:

Jackson County Airport

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE:  _____

NAME: Roman A. Wilson

TITLE: Vice President

DATE: February 17, 2025

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck 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 of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. 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 requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include 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 Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for 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 or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs 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, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued monthly, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. 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 Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck 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.** Fishbeck 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. Fishbeck 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 Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck'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 \$250,000 or the amount of the fee earned under this Agreement.

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

Upon request, Client and Fishbeck 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 Fishbeck and Fishbeck'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 Fishbeck.

14. **INDEMNIFICATION.** Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. **LEGAL EXPENSES.** If either Client or Fishbeck 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 Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck 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 Fishbeck 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 Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless 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 will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck 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 Fishbeck may assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck'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 exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck 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



February 24, 2025

Jack L. Ripstra, P.E.
Ripstra & Scheppelman, Inc.
2535 Spring Arbor Rd
Jackson, MI 49203

RE: Jackson County Airport Property Wetland Delineation

Dear Jack,

OHM Advisors (OHM) is pleased to provide this proposal for professional consulting services for the planning, execution, and reporting of surveys for wetland delineation for project activities planned at the Jackson County Airport property. These surveys will provide documentation for meeting specific conditions of wetland regulations for the State of Michigan.

In order to complete this effort in the most efficient and effective manner possible, OHM ecologists will work to perform the following Scope of Services:

SCOPE OF SERVICES

WETLAND DELINEATION

Task 1: Desktop Review

Prior to the field investigation, OHM ecologist will review aerial imagery, National Wetland Inventory (NWI) and United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) hydric soil maps, region Wetlands Climate Tables (WETS) data, and National Cooperative Soil Survey data to estimate extents of existing wetlands and soil types that could potentially be found at the site.

Task 2: Field Investigation

A field investigation will be conducted during the growing season where formal data collection and analysis of vegetation types, hydrology indicators, and soils data will be performed based on the methods described in the Northcentral Northeast Regional Supplement to the 1987 United States Army Corp of Engineers (USACE) Wetlands Delineation Manual. If it is determined that wetlands are located within the project boundary, pink flagging marked "Wetland Boundary" will be hung to indicate where the boundary is located. A survey of the wetland flags utilizing GPS equipment with sub-foot accuracy will be used to provide the data in a format that can be utilized in CAD or other specified software.

Task 3: Data Processing and Mapping

Post processing of field data and map creation will be performed in preparation for use in the technical memorandum.

OHM Advisors

355 SOUTH ZEEB ROAD, SUITE A
ANN ARBOR, MICHIGAN 48103

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



Task 4: Technical Memorandum Preparation

Preparation of a wetland delineation technical memorandum summarizing the formal site visit, which will include field datasheets, wetland site map with boundary and sample points, USDA soil data, WETS data, and the NWT map will be submitted as the documentation required by EGLE for a Joint Permit Application (JPA) submittal.

Task 5: Level 3 Wetland Identification Program (WIP) Field Verification

OHM ecologists will field verify wetlands identified during Task 2 with EGLE staff as part of a Level 3 WIP.

FEE

The OHM team proposes to provide the above outlined professional services and to perform the work for a fixed fee of \$18,600. A budget breakdown is as follows:

Task Description	Fee
Task 1 – Desktop Review	\$500
Task 2 – Field Investigation	\$14,000
Task 3 – Data Processing and Mapping	\$1,500
Task 4 – Technical Memorandum Preparation	\$1,000
Task 5 – Level 3 WIP Field Verification	\$1,600
Total	\$ 18,600

AUTHORIZATION AND ACCEPTANCE

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal and the Terms & Conditions will form our agreement.

Thank you for giving us the opportunity to be of service. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me at wade.rose@OHM-Advisors.com or 248.291.4573.

Sincerely,
OHM Advisors

Wade Rose

Digitally signed by Wade Rose
DN: C=US,
E=wade.rose@ohm-advisors.com,
O=OHM Advisors, OU=EWRG,
CN=Wade Rose
Date: 2025.02.24 13:32:16-05'00'

Wade Rose
Field Ecologist/PM

Date

Jennifer Morris

Digitally signed by Jennifer Morris
DN: C=US,
E=Jennifer.Morris@ohm-advisors.com, O=OHM,
CN=Jennifer Morris
Date: 2025.02.24 15:18:12-05'00'

Jennifer Morris,
Principal in Charge

Date



Acceptance

Jack L. Ripstra, P.E.
Ripstra & Scheppelman, Inc.

Date

Attachments: Terms and Conditions

CC: Jaun Zapata, Jackson County Airport Manager

Larry Bowron, OHM Advisors Practice Leader Transportation

TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McClement, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

**CONTRACT**

Authorization and acceptance of this Contract includes acceptance of the terms above, including all attachments and all documents incorporated by reference above. Terms of Payment: 0% upon execution of Contract; subsequent invoices due on receipt. This contract and the listed fees are valid for a term of 60 days.

This Contract is subject to and governed by the Terms and Conditions appearing on the reverse side hereof, including provisions limiting remedies and disclaiming warranties.

Authorized by Client: **Jackson County Airport**

By: _____ Date: _____
(Signature)

Name: _____

Title: _____

Email: _____

Phone: _____

Accepted by Consultant: **Triterra**

By:  _____

Date: February 14, 2025

Name: Meredeth Crane

Title: Senior Scientist



CONTRACT

Jackson County Airport Attn: Juan Zapata, Jackson County Airport Manager. 3606 Wildwood Avenue Jackson, MI 49202 Via email: JZapata@mijackson.org 517-788-4225		Proposal No.: P25-4240 Date: February 14, 2025
Property: V/L Doney Road & I-94 Jackson, Michigan 49202	Parcel Number(s): 08-29-276-002-00, 08-28-151-001-00, and 08-28-176-001-01 (~73 acres)	
1. Scope of Work:		
Routine Wetland delineation (Time & Materials)		\$5,000.00 – 6,100.00
Investigate the subject property for areas satisfying wetland criteria, as specified in the 1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual. Fieldwork to begin May 2025 during the 2025 growing season. Any areas identified as meeting these criteria will be flagged at the Property and positions will be recorded using a GPS unit with sub-meter accuracy. Fieldwork investigation summary report, USACE data sheets, and aerial map with approximate wetland boundaries indicated.		
EGLE Wetland Identification Program (WIP) Level 3 (Time & Materials)		\$800.00 - 1,150.00
Triterra will submit a request, via MiWaters, to EGLE for the completion of a Level 3 WIP on the Property. Triterra will coordinate scheduling and accompany EGLE during the onsite inspection. Additional fees associated with the Level 3 WIP application, determined by, and payable to EGLE, are not included in Triterra's proposal, and shall be paid directly to EGLE by the Client. Scheduling of the Level 3 WIP is dependent upon EGLE availability.		
		TOTAL: \$5,800.00 – 7,250.00
2. Attachments: Aerial with approximate property boundaries		
3. Documents Incorporated by Reference: N/A		



TERMS AND CONDITIONS

These Terms and Conditions govern and are applicable to services rendered by Triterra, LLC (hereinafter "Consultant"), to the "Client" identified in the proposal or work order, including any subsequent amendments or change orders (collectively the "Proposal"), issued by Consultant with these Terms and Conditions.

1. **Scope of Services.** The specific professional services (the "Services") to be performed by Consultant on behalf of Client shall be as described in and authorized by the Proposal. Any additional services performed by Consultant for Client at Client's request shall also be subject to these Terms and Conditions except as otherwise provided and acknowledged by Consultant in writing. Client acknowledges and agrees that, except as otherwise specifically provided herein, Consultant is an independent contractor and that Consultant reserves the right to subcontract all or any portion of the Services.

2. **Estimates of Costs.** Any estimates or opinions of costs made by Consultant in Proposals or otherwise are made on the basis of Consultant's judgment as an experienced and qualified environmental consultant and are based on project and site information actually known by Consultant. Consultant's current Schedule of Fees (as defined below), and the anticipated costs of materials, supplies, laboratories, subcontractors, and other components of the project. However, Client acknowledges and agrees that Consultant cannot and does not guarantee that total costs will not vary from estimates prepared by Consultant. The Proposal shall not be considered a "fixed price," "flat fee," or "lump sum" contract or agreement, unless specifically set forth in the Proposal.

3. **Fees and Compensation.** Except as otherwise specifically noted in the Proposal, Client shall be billed and pay for the Services on a time and materials basis based upon Consultant's standard schedule of fees and rates (the "Schedule of Fees"), as adjusted by Consultant from time to time. Services required to be performed on weekends or legal holidays or during non-standard business hours because of circumstances beyond Consultant's reasonable control shall be billed at 150% of the applicable standard rate set forth in the current Schedule of Fees. All costs and expenses billable to Client, including the costs of materials, supplies, rented equipment, permits, bonds, subcontractors, and laboratories, shall be subject to a 15% administrative mark-up. In the event that Consultant is required to provide documents, information, or testimony related to Services rendered to or on behalf of Client pursuant to a subpoena or other order issued by a court or governmental agency, Client shall be responsible for Consultant's costs, expenses, and fees incurred in responding to or complying with the subpoena or order, including charges for time spent by Consultant in accordance with the current Schedule of Fees.

4. **Billing and Payment.** Except as otherwise specifically noted in the Proposal, Client will be invoiced periodically at Consultant's discretion for Services performed by Consultant. Fixed price Proposals will be invoiced on a percentage-completed basis. All invoices shall be due and payable in full upon receipt. Past due balances shall bear interest at the rate of 1.5% per month, or the maximum amount allowed by applicable law, whichever is less, beginning thirty (30) days from the date of the invoice. In the event that Client fails to pay any amount in full when due, Consultant may, at its sole option, suspend the performance of Services until payment in full is received or terminate the performance of Services. The suspension or termination of the performance of Services by Consultant, or the continuation of the performance of Services, shall not in any way affect Client's liability for payment with respect to Services previously rendered and Consultant shall not be responsible for, nor liable to Client with respect to, any fines or penalties imposed upon or against Client as a result of delays resulting from Consultant's exercise of its rights under this provision. Client shall be liable for all costs incurred by Consultant in attempting to enforce these Terms and Conditions or to collect overdue payments from Client, including actual attorney fees and court costs.

5. **Release and Submission of Reports and Data.** All data, information, documentation, and reports generated, gathered, created, ordered, or received by Consultant in the performance of Services are and remain proprietary in nature and Consultant shall have no obligation whatsoever to release such data, information, documentation, or reports until all invoices and charges related to the development of such data, information, documentation, and reports are paid in full. Client acknowledges and agrees that it remains solely responsible for the preparation and filing of all forms, notices, and reports of any kind required by any local, state, or federal law, ordinance, or regulation and that Consultant shall have no obligation whatsoever to assure or effect compliance with any such reporting requirement unless specifically set forth in the Proposal.

6. **Hazardous and Waste Materials.** Client acknowledges and agrees that, unless expressly provided for in the Proposal, Consultant has had no role in generating, treating, storing, or disposing or arranging for the disposal of any hazardous substances, hazardous waste, toxic substances, pollutants, or contaminants which may be present at or near any project site (collectively "Waste Materials"), as such terms are defined or contemplated by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 *et seq.* ("CERCLA"), and/or Parts 201, 211, or 213 of the Natural Resources and Environmental Protection Act, MCL 324.21301 *et seq.* ("NREPA"), or any other local, state, or federal law, ordinance, or regulation pertaining to such substances or the environment, and that Consultant has not benefited from the processes that produced such Waste Materials. Any Waste Materials generated, treated, stored, disposed of, or otherwise encountered during the performance of Services by Consultant shall at no time be considered or become the property of Consultant. Client understands that Waste Materials may be generated or encountered during the normal course of performance of the Services, potentially requiring the removal, temporary storage, and disposal of the Waste Materials. Client agrees to the temporary storage of such Waste Materials at the project site and assumes all risk for safeguarding the Waste Materials from vandalism, tampering, theft, and other damage.

7. **Site Access and Control.** Client grants a right of entry to the project site to Consultant and Consultant's employees, agents, and subcontractors for the purpose of performing the Services, and Client acknowledges and agrees that it is and shall remain in control of the project site at all times and that Consultant is not an "operator," as defined by CERCLA and/or NREPA, of the project site or facility where Consultant is performing the Services. If client does not own a project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant, unless Client notifies Consultant otherwise in writing, and Client shall be responsible for payment of any costs and expenses associated with gaining access, including entry and permit fees and the costs of bonds. If the performance of the Services results in damage to or the alteration of the project site, other than otherwise avoidable damage or alteration resulting from Consultant's gross negligence, Client agrees to pay the costs of restoring the project site to its original condition.

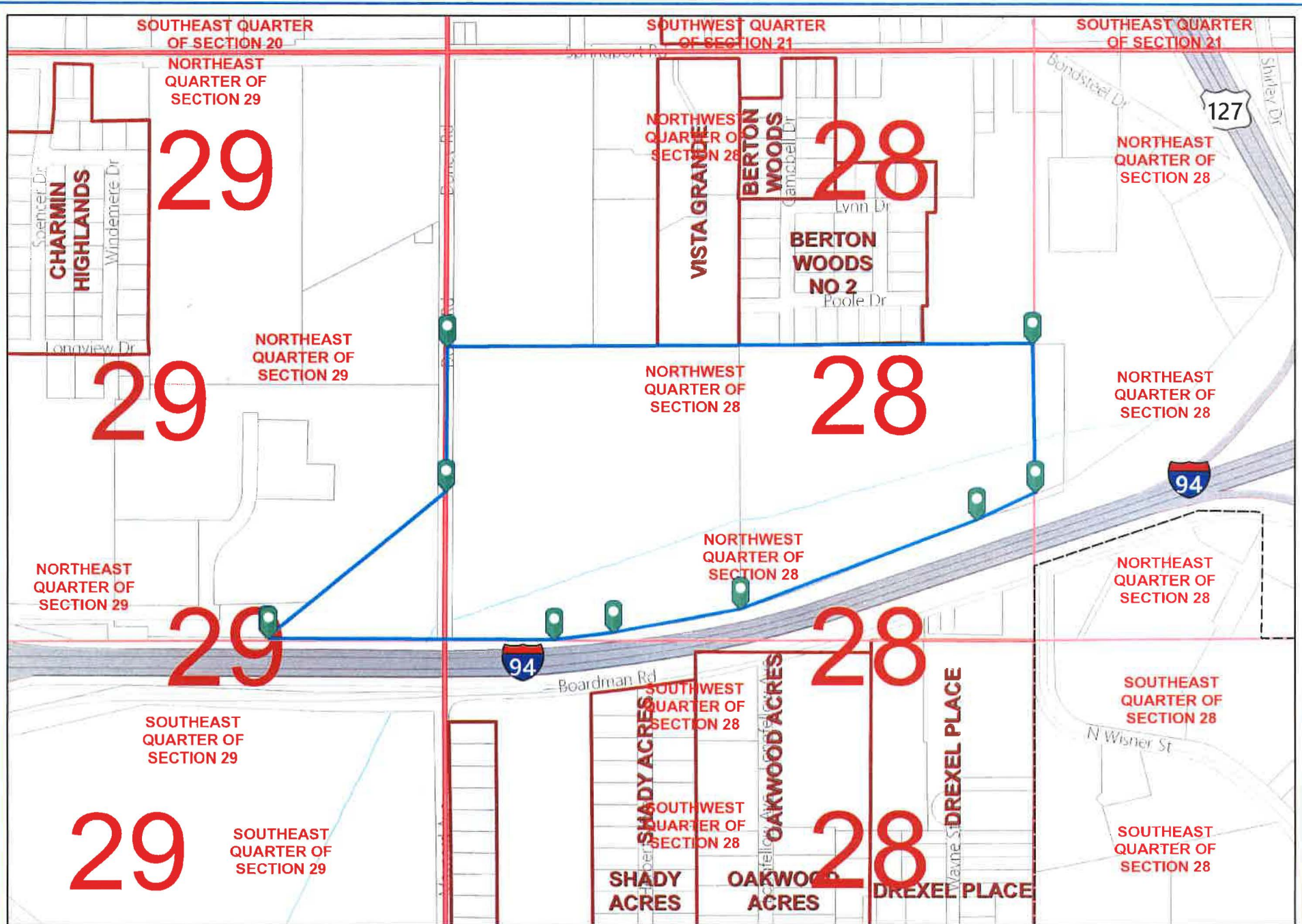
8. **Site Conditions.** Client agrees to promptly disclose to Consultant prior to the commencement of the Services any information pertaining to the project site that impacts the performance of the Services by Consultant or the health and safety of Consultant's employees and subcontractors, site personnel, or the public. Client acknowledges that the discovery or suspected discovery of Waste Materials during the performance of the Services may require that special and/or immediate measures be undertaken to protect the health and safety of Consultant's employees and subcontractors, site personnel, and/or the public, and Client shall be responsible for any costs or expenses incurred by Consultant with respect thereto, irrespective of whether such costs or expenses were or could have been included in the Proposal. Client shall be responsible for the proper identification of all utility lines and subterranean structures and conditions, including, but not limited to, underground storage tanks and piping, utility lines, wells, foundations, pipes, drains, and sewer lines, on, at, within, or under each project site.

9. **Indemnification and Limitation of Liability.** Client shall indemnify, hold harmless, and defend Consultant and its members, shareholders, directors, officers, employees and/or agents from and against any and all losses, damages, claims, liabilities, fines, penalties, costs, and expenses, including actual attorney fees and court costs, which any or all of them may incur, be otherwise responsible for, or pay out as a result of bodily injury (including death) to any person, damage (including loss of use) to any real or personal property (including utilities or subterranean structures), or injury or damage to the environment generally (including the public trust in natural resources), arising out of or related to the performance of the Services or Client's breach of these Terms and Conditions, except for such injuries or damages resulting directly from the gross negligence or willful misconduct of Consultant. Any liability of Consultant to Client related to the performance of Services by Consultant shall be limited to \$1,000,000 in connection with the Proposal under which the Services giving rise to the liability were performed. Any claims against Consultant shall be barred if not brought within one year of the earlier of the date upon which the acts or omissions giving rise to such claim were committed or the completion or termination of the performance of the Services under the Proposal.

10. **Standard of Care and Disclaimer of Warranties.** Client acknowledges and agrees that conditions can vary between sampling points and with time, and that the assumptions, interpretations, opinions, conclusions, and recommendations of Consultant are based solely on data known to Consultant, which can result in changes in the assumptions, interpretations, opinions, conclusions, and recommendations over time or in response to additional data. Client further acknowledges and agrees that nothing contained herein nor in any Proposal shall be considered or amount to a guarantee by Consultant of any particular outcome. Client further acknowledges and agrees that the fields of science and engineering, associated technologies, and accepted practices, as well as applicable laws, standards, guidelines, and regulations, are constantly developing and changing, and that there are variances and inconsistencies between the laws, standards, guidelines, and regulations of different agencies and jurisdictions (as well as the application thereof), requiring the exercise of discretion and professional judgment by Consultant. Consultant will select the methods and/or procedures it considers appropriate to accomplish the intended result, and Client's acceptance of a Proposal signifies concurrence with the methods and procedures selected by Consultant. As part of the Services, Consultant may retain, hire, or subcontract with laboratories or subcontractors of Consultant's choosing for the performance of analytical testing or other services, and Consultant assumes no responsibility for claims or losses arising from the negligence or errors and omissions of such laboratories or subcontractors. There are no warranties, either express or implied, which are not expressly set forth in the Proposal or these Terms and Conditions, and Consultant makes NO WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE with respect to any of the Services, goods, materials, or equipment sold or furnished by Consultant.

11. **Force Majeure.** Client and Consultant shall be excused for the period of any delay in the performance of any non-monetary obligations under these Terms and Conditions when substantially prevented from so doing by labor disputes (beyond the party's control), civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any necessary material or service, or acts of God.

12. **Governing Law and Venue.** These Terms and Conditions shall be governed and construed for all purposes under and in accordance with the laws of the State of Michigan, without given effect such State's choice of laws principles. Any action brought to challenge or enforce these Terms and Condition shall be brought in the courts of Ingham County, Michigan; provided, however, that an action to foreclose on a construction lien claimed by Consultant as a result of Services rendered hereunder shall be brought in the county where the underlying real property is located and any other related claims may be joined in such action.



Jackson County, MI

2/5/2025

The intent of this map is to allow easy access and visual display of government information and services. Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.





Parcel Report - Parcel ID: 000-08-28-151-001-00

2/5/2025



Owner Name	COUNTY OF JACKSON	2022	2023	2024	
Owner Address	120 W MICHIGAN AVE	Taxable Value	\$0.00	\$0.00	\$0.00
	JACKSON, MI 49201-1338	Assessed Value	\$0.00	\$0.00	\$0.00
Homestead	100				
Parcel Address	DONEY RD	Tax Description:			
	JACKSON, MI 49202	THE SW 1/4 OF NW 1/4 EXC R/W FOR US-12 BY-PASS SEC 28 T2S R1W 40A			
Property Class	402 - RESIDENTIAL VACANT				
Status	Active				
Acreage	40				
Gov't Unit	Blackman				
Tax Unit	Blackman				
School District	NORTHWEST SCHOOL				
Liber/Page	877/954				



WARNING: Displayed boundaries are NOT SURVEY GRADE and may not reflect legal property description. The intent of this map is to allow easy access and visual display of government information and services. Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.



This parcel data last updated: February 04, 2025



Parcel Report - Parcel ID: 000-08-28-176-001-01

2/5/2025



Owner Name COUNTY OF JACKSON
Owner Address 120 W MICHIGAN AVE
JACKSON, MI 49201-1338
Homestead 0
Parcel Address DONEY RD
JACKSON, MI 49202
Property Class 202 - COMMERCIAL VACANT
Status Active
Acreage 26.776
Gov't Unit Blackman
Tax Unit Blackman
School District NORTHWEST SCHOOL
Liber/Page

	2022	2023	2024
Taxable Value	\$0.00	\$0.00	\$0.00
Assessed Value	\$0.00	\$0.00	\$0.00

Tax Description:

BEG AT A PT ON THE N&S 1/4 LN WHICH IS 1331.34 FT S 00DEG 05'05"W OF N 1/4 COR OF SD SEC TH N 89°51'03"E ON N LN OF SW 1/4 OF NE 1/4 OF SD SEC 123 FT TH S 00°05'05"W PAR WITH SD N&S 1/4 LN 623.01 FT TO A LIMITED ACCESS R/W LN TH S 65°20'34"W ON SD LIMITED ACCESS R/W LN 490.69 FT TO AN EXISTING LIMITED ACCESS R/W LN TH S 71°34'01"W ON SD EXISTING LIMITED ACCESS R/W LN 541.34 FT TO A PT OF CURVATURE TH 540.04 FT ON A CURVE TO THE RIGHT AND SD EXISTING LIMITED ACCESS R/W LN HAVING A RADIUS OF 5579.65 FT AND A LONG CHORD WH BEARS S 74°20'23"W 539.83 FT TO W LN OF SE 1/4 OF NW 1/4 OF SD SEC TH N 00°13'49"E ON SD W LN 1133.16 FT TO N LN OF SE 1/4 OF NW 1/4 OF SD SEC TH N 89°55'48"E ON SD N LN 1325.41 FT TO POB. SEC 28 T2S R1W 26.776 A, SPLIT ON 2/17/2022 FROM 000-08-28-176-001-00 INTO 000-08-28-176-001-01 & 000-08-28-176-001-02



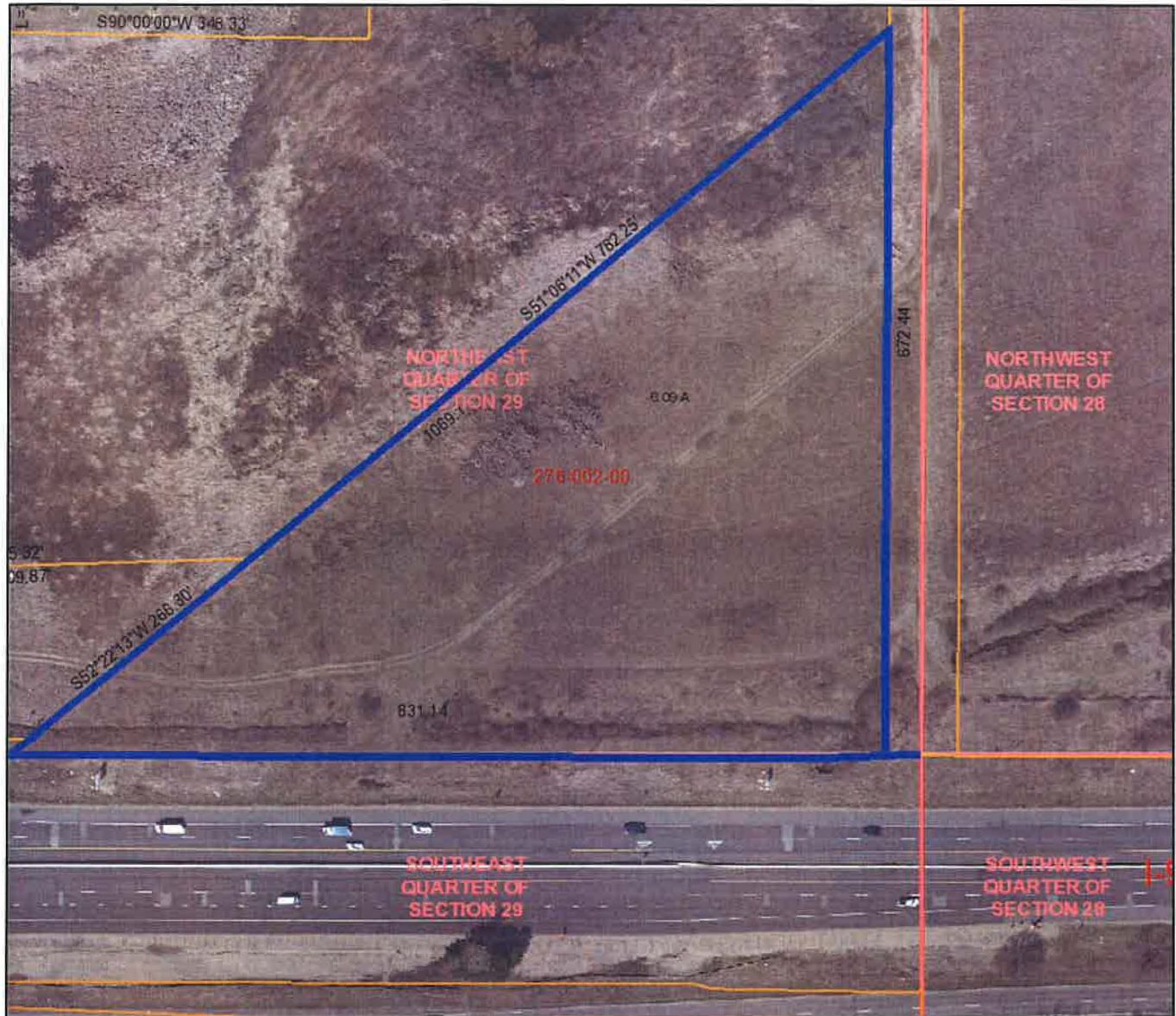
WARNING: Displayed boundaries are NOT SURVEY GRADE and may not reflect legal property description.
The intent of this map is to allow easy access and visual display of government information and services.
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Parcel Report - Parcel ID: 000-08-29-276-002-00

2/5/2025



Owner Name	COUNTY OF JACKSON	2022	2023	2024
Owner Address	120 W MICHIGAN AVE	Taxable Value	\$0.00	\$0.00
	JACKSON, MI 49201-1338	Assessed Value	\$0.00	\$0.00
Homestead	0	Tax Description:		
Parcel Address	DONEY RD			
Property Class	201 - COMMERCIAL	BEG AT E 1/4 POST OF SEC 29 TH W 831.14 FT TH N 52DEG 23'30"E 1069.1 FT TH S 672.44 FT TO BEG SEC 29 T2S R1W DDA 6.42A		
Status	Active			
Acreage	0			
Gov't Unit	Blackman			
Tax Unit	Blackman			
School District	NORTHWEST SCHOOL			
Liber/Page	877/954			



WARNING: Displayed boundaries are NOT SURVEY GRADE and may not reflect legal property description. The intent of this map is to allow easy access and visual display of government information and services. Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.





Desktop Review:
Potential Wetlands

Water Resources Division

Wetland Identification Program (WIP)

Fee Calculator

Enter acreages in highlighted cells only; all other cells will fill in automatically (you may print this sheet and attach to your WIP application).

LEVEL 1 (Service has changed, see below)

The DEQ wetland inventory maps are now available and will be provided in place of the previous Level 1 service. DEQ wetland inventory maps for each county are available in electronic form, or can be requested in paper form at cost, on the DEQ Website under Wetland Inventory Maps at www.michigan.gov/deqwetlands. Since these maps are not based upon an on-site review, the DEQ does not provide a jurisdictional guarantee or a map specific to the parcel.

LEVEL 2 (Maximum 5 acres)

Acres of Property	1
Acres to be Reviewed by DEQ (5 acres maximum)	0.1
Standard WIP Fee	\$500
Express WIP Fee (3 times standard fee)	\$1,500

Notes:

- A \$500 fee is assessed for the first wetland acre, with a \$250 fee for each additional wetland acre or fraction thereof.

LEVEL 3 (No acreage limit)

Acres of Property (for information purposes only)	73
Acres to be Reviewed by DEQ	73
Acres of Wetland (this must always be ≥ 0.1)	34
1st Acre (\$500)	1
Additional Acres of Wetland (\$50 each)	33
Acres of Non-Wetland (Upland) (\$20 each)	39
Standard WIP Fee	\$2,930
Express WIP Fee (3 times standard fee)	\$8,790

Notes:

- Acreage of wetland must be 0.1 or greater to allow for 1st acre fee.
- If the parcel is all upland, enter 0.1 into the "Acres of Wetland" box.
- All acreage needs to be entered in acres or tenths of acres.
- A \$500 fee is assessed for the first wetland acre, with a \$50 fee for each additional wetland acre or fraction thereof.

February 20, 2025

Pete Jancek
Blackman Charter Township
1990 West Parnall Road
Jackson, MI 49201

Proposal for Professional Services - Wetland Delineation and Level 3 WIP Assessment
DDA North Parcel: Parcel Number 000-08-28-202-001-12
Blackman Township, Jackson County, Michigan

Fishbeck is pleased to provide this proposal for a wetland delineation and Level 3 Wetland Identification Program (WIP) assessment of approximately 28 acres of undeveloped property located northwest of the Highway I-94/US-127 intersection in Section 28 of Blackman Township, Jackson County, Michigan.

Scope of Services

The proposed scope of services includes the following activities:

Review of Reference Materials

Review available information sources prior to the field investigation to evaluate the nature and extent of potential wetland areas on the referenced property. Such sources include U.S. Department of Agriculture Natural Resources Conservation Service hydric soil maps, U.S. Fish and Wildlife Service National Wetlands Inventory maps, topographic maps, and aerial photographs.

Wetland Delineation

Fishbeck will perform a walk-through evaluation of the referenced property to determine whether wetland areas, regulated or nonregulated, under the 1994 Natural Resources and Environmental Protection Act (NREPA), Act 451, Part 303, are present. The vegetation, soils, and hydrologic qualities will be evaluated for wetlands characteristics in a manner consistent with the 1987 *Corps of Engineers Wetlands Delineation Manual* and 2012 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2)*. The property's wetland boundary will be flagged based upon these characteristics. Our initial site review indicates high potential for wetlands in the southeast portion of the site. The proposed budget assumes a wetland delineation will take 1.5 days of fieldwork by one wetland scientist.

Wetland boundary flags will be located using Global Positioning System technology with submeter accuracy and transferred onto a base map prepared by Fishbeck. Survey data can be provided to Blackmon Township and/or their engineer as a DWG file (for CAD application) and/or SHP file (for GIS mapping).

Fishbeck recommends a wetland delineation be conducted during the growing season, when comprehensive evaluation of the plant community is possible. Please note, if a wetland delineation occurs outside of the growing season, the Michigan Department of Environment, Great Lakes and Energy (EGLE) will likely require verification of the wetland boundary during the growing season, prior to issuing a permit for site development that impacts regulated wetlands. Wetland boundary verification is not included in this proposal.

Report Preparation

Prepare a report summarizing the results of the fieldwork and the wetland delineation. Data collected on the vegetation, soils, and hydrologic characteristics of the identified wetland area will be summarized on U.S. Army Corps of Engineers Wetland Determination Data Forms. This report can be used as an attachment for a 1994 NREPA Act 451, Part 303, Wetland Permit Application.

EGLE Wetland Boundary Review

Fishbeck will request that the EGLE complete a Level 3 WIP site review of delineated wetland boundaries. A Fishbeck wetland scientist will attend the meeting to provide input regarding the wetland delineation. If EGLE staff adjust wetland boundaries, Fishbeck staff will survey new wetland boundary flags using Global Positioning System technology with submeter accuracy and update the wetland delineation map prepared by Fishbeck.

The fee for EGLE to complete the WIP evaluation depends upon the total size of the site and the number of acres of delineated wetlands. The Level 3 WIP Service Application fee is \$500 for the first acre or less, and \$50 for each additional acre or fraction of an acre of wetland to be reviewed, and \$20 for each additional acre or fraction of an acre of upland (non-wetland) to be reviewed. Based on site topographic contours and aerial imagery obtained from the Jackson County, Michigan, parcel viewer, it is unlikely that more than half of the site contains wetlands. Using this assumption, EGLE's maximum fee for the 28-acre site is \$1,460.

Professional Services Fees

The cost to complete the above tasks is an estimated not-to-exceed fee as noted below:

Task	Fee
Wetland Delineation (Fieldwork and Report)	\$4,700
EGLE Level 3 WIP	\$1,200
WIP Application Fee (approximate)	\$1,460
Total (maximum)	\$7,360

Authorization

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 Leanne K. Jeannot (lkjeannot@fishbeck.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.

If you have any questions or require additional information, please contact me at 616.464.3738 or email ehtripp@fishbeck.com.

Sincerely,



Elise Hansen Tripp, PWS

Senior Wetland Scientist/Ecologist

Attachments/By email/Copy: Jack L. Ripstra, P.E. – Ripstra & Scheppelman, Inc.

Professional Services Agreement

PROJECT NAME: Blackman Township DDA North Parcel - Wetland Delineation and Level 3 WIP Assessment
PROJECT LOCATION: Parcel Number 000-08-28-202-001-12 in Section 28 of Blackman Township, Jackson County, Michigan
FISHBECK CONTACT: Elise Hansen Tripp, PWS
CLIENT CONTACT: Pete Jancek
CLIENT: Blackman Charter Township
1990 West Parnall Road
Jackson, MI 49201

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES:

Conduct a Wetland Delineation and Level 3 WIP Assessment of Parcel Number 000-08-28-202-001-12 located in Section 28 of Blackman Township, Jackson County, Michigan, as outlined in the attached Fishbeck proposal letter.

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

- ☒ Terms and Conditions for Professional Services
- ☒ Proposal Dated: February 20, 2025.
- ☐ Other:

METHOD OF COMPENSATION:

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

Budget for Above Scope of Services: Estimated not-to-exceed fee of Seven Thousand Three Hundred Sixty Dollars (\$7,360).

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:

Blackman Charter Township

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE:  _____

NAME: Roman A. Wilson

TITLE: Vice President

DATE: February 20, 2025

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck 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 of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. 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 requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include 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 Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for 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 or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs 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, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued monthly, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. 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 Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck 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.** Fishbeck 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. Fishbeck 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 Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck'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 \$250,000 or the amount of the fee earned under this Agreement.

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

Upon request, Client and Fishbeck 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 Fishbeck and Fishbeck'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 Fishbeck.

14. **INDEMNIFICATION.** Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. **LEGAL EXPENSES.** If either Client or Fishbeck 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 Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. OWNERSHIP OF WORK PRODUCT. Fishbeck 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 Fishbeck 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 Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless 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 will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck 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 Fishbeck may assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck'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 exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck 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



February 24, 2025

Jack L. Ripstra, P.E.
Ripstra & Scheppelman, Inc.
2535 Spring Arbor Rd
Jackson, MI 49203

RE: Blackman Township DDA Property Wetland Delineation

Dear Jack,

OHM Advisors (OHM) is pleased to provide this proposal for professional consulting services for the planning, execution, and reporting of surveys for wetland delineation for project activities planned at the Blackman Township DDA property. These surveys will provide documentation for meeting specific conditions of wetland regulations for the state of Michigan.

In order to complete this effort in the most efficient and effective manner possible, OHM ecologists will work to perform the following Scope of Services.

SCOPE OF SERVICES

WETLAND DELINEATION

Task 1: Desktop Review

Prior to the field investigation, OHM ecologist will review aerial imagery, National Wetland Inventory (NWI) and United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) hydric soil maps, region Wetlands Climate Tables (WETS) data, and National Cooperative Soil Survey data to estimate extents of existing wetlands and soil types that could potentially be found at the site.

Task 2: Field Investigation

A field investigation will be conducted during the growing season where formal data collection and analysis of vegetation types, hydrology indicators, and soils data will be performed based on the methods described in the Northcentral Northeast Regional Supplement to the 1987 United States Army Corp of Engineers (USACE) Wetlands Delineation Manual. If it is determined that wetlands are located within the project boundary, pink flagging marked "Wetland Boundary" will be hung to indicate where the boundary is located. A survey of the wetland flags utilizing GPS equipment with sub-foot accuracy will be used to provide the data in a format that can be utilized in CAD or other specified software.

Task 3: Data Processing and Mapping

Post processing of field data and map creation will be performed in preparation for use in the technical memorandum.

OHM Advisors

355 SOUTH ZEEB ROAD, SUITE A
ANN ARBOR, MICHIGAN 48103

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



Task 4: Technical Memorandum Preparation

Preparation of a wetland delineation technical memorandum summarizing the formal site visit, which will include field datasheets, wetland site map with boundary and sample points, USDA soil data, WETS data, and the NWI map will be submitted as the documentation required by EGLE for a Joint Permit Application (JPA) submittal.

Task 5: Level 3 Wetland Identification Program (WIP) Field Verification

OHM ecologists will field verify wetlands identified during Task 2 with EGLE staff as part of a Level 3 WIP.

FEE

The OHM team proposes to provide the above outlined professional services and to perform the work for a fixed fee of \$5,500. A budget breakdown is as follows:

Task Description	Fee
Task 1 – Desktop Review	\$500
Task 2 – Field Investigation	\$3,000
Task 3 – Data Processing and Mapping	\$500
Task 4 – Technical Memorandum Preparation	\$500
Task 5 – Level 3 WIP Field Verification	\$1,000
Total	\$ 5,500

AUTHORIZATION AND ACCEPTANCE

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal and the Terms & Conditions will form our agreement.

Thank you for giving us the opportunity to be of service. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me at wade.rose@OHM-Advisors.com or 248.291.4573.

Sincerely,
OHM Advisors

Wade Rose

Digitally signed by Wade Rose
DN: C=US,
E=wade.rose@ohm-advisors.com,
O=OHM Advisors, OU=EWRG,
CN=Wade Rose
Date: 2025.02.24 13:29:17-05'00'

Wade Rose
Field Ecologist/PM

Date

Jennifer Morris

Digitally signed by Jennifer Morris
DN: C=US,
E=Jennifer.Morris@ohm-advisors.com,
O=OHM, CN=Jennifer Morris
Date: 2025.02.24 15:18:31-05'00'

Jennifer Morris,
Principal in Charge

Date

OHM Advisors

355 SOUTH ZEEB ROAD, SUITE A
ANN ARBOR, MICHIGAN 48103

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



Acceptance

Jack L. Ripstra, P.E.
Ripstra & Scheppelman, Inc.

Date

Attachments: Terms and Conditions

CC: Pete Jancek, Blackman Township Supervisor and DDA Chairman
Larry Bowron, OHM Advisors Practice Leader Transportation

TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McClement, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



CONTRACT

Authorization and acceptance of this Contract includes acceptance of the terms above, including all attachments and all documents incorporated by reference above. Terms of Payment: 0 % upon execution of Contract; subsequent invoices due on receipt. This contract and the listed fees are valid for a term of 60 days.

This Contract is subject to and governed by the Terms and Conditions appearing on the reverse side hereof, including provisions limiting remedies and disclaiming warranties.

Authorized by Client: **Blackman Township DDA**

By: _____ Date: _____
(Signature)

Name: _____

Title: _____

Email: _____

Phone: _____

Accepted by Consultant: **Triterra**

By:  _____

Date: February 14, 2025

Name: Meredeth Crane

Title: Senior Scientist



CONTRACT

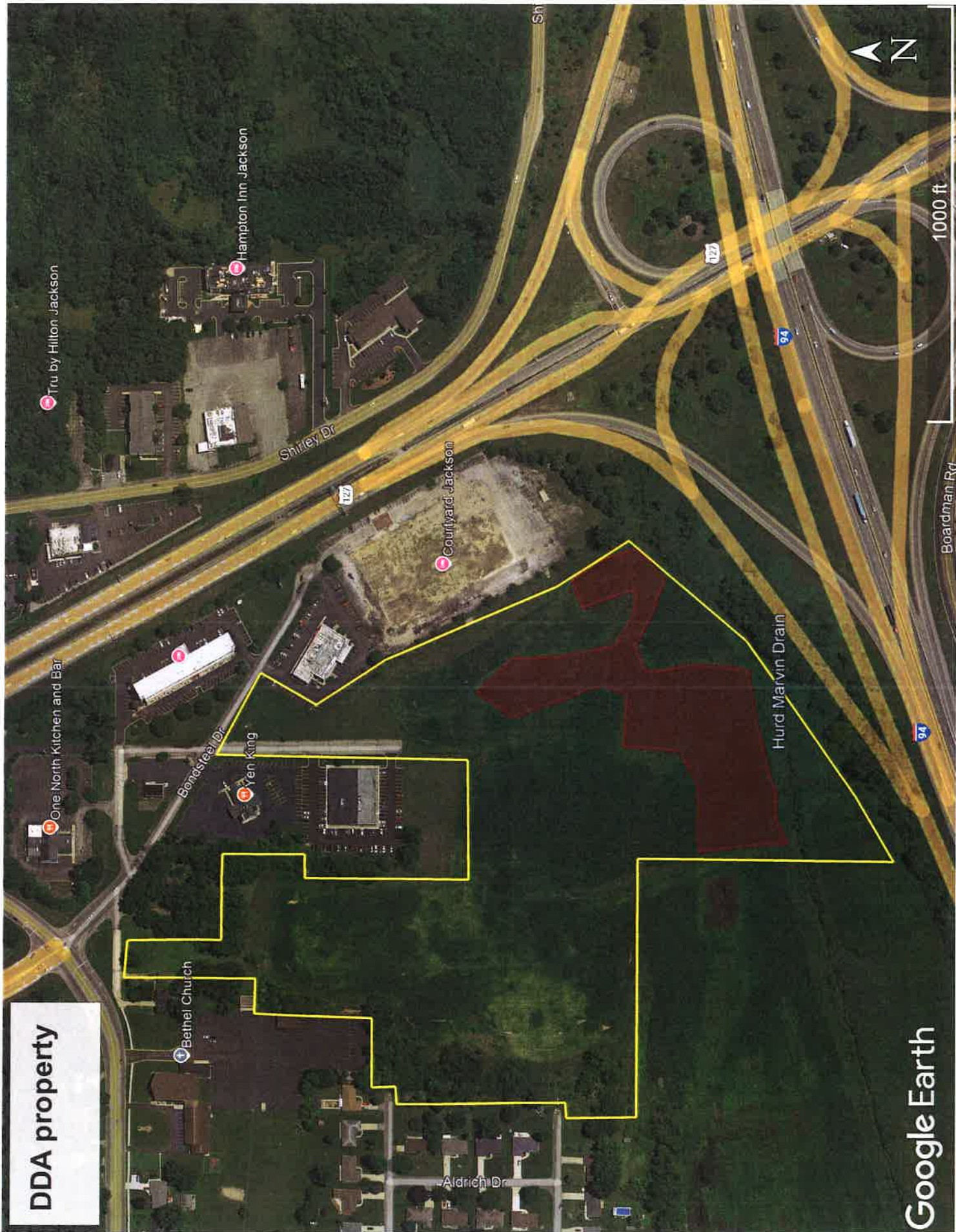
Blackman Township Downtown Development Authority (DDA) Attn: Pete Jancek, Township Supervisor 1990 W. Parnell Road Jackson, Michigan 4901 Via email: supervisor@blackmantwp.com 517-990-8220		Proposal No.: P25-4240 Date: February 14, 2025
Property: V/L Doney Road & Springport Road Jackson, Michigan 49202	Parcel Number(s): 08-28-202-001-12 (~28 acres)	
1. Scope of Work:		
Routine Wetland delineation (Time & Materials)		\$2,800.00 – 3,500.00
Investigate the subject property for areas satisfying wetland criteria, as specified in the 1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual. Fieldwork to begin May 2025 during the 2025 growing season. Any areas identified as meeting these criteria will be flagged at the Property and positions will be recorded using a GPS unit with sub-meter accuracy. Fieldwork investigation summary report, USACE data sheets, and aerial map with approximate wetland boundaries indicated.		
EGLE Wetland Identification Program (WIP) Level 3 (Time & Materials)		\$800.00 - 1,150.00
Triterra will submit a request, via MiWaters, to EGLE for the completion of a Level 3 WIP on the Property. Triterra will coordinate scheduling and accompany EGLE during the onsite inspection. Additional fees associated with the Level 3 WIP application, determined by, and payable to EGLE, are not included in Triterra's proposal, and shall be paid directly to EGLE by the Client. Scheduling of the Level 3 WIP is dependent upon EGLE availability.		
		TOTAL: \$3,600.00 – 4,650.00
2. Attachments: Aerial with approximate property boundaries		
3. Documents Incorporated by Reference: N/A		

TERMS AND CONDITIONS

These Terms and Conditions govern and are applicable to services rendered by Triterra, LLC (hereinafter "Consultant"), to the "Client" identified in the proposal or work order, including any subsequent amendments or change orders (collectively the "Proposal"), issued by Consultant with these Terms and Conditions.

1. **Scope of Services.** The specific professional services (the "Services") to be performed by Consultant on behalf of Client shall be as described in and authorized by the Proposal. Any additional services performed by Consultant for Client at Client's request shall also be subject to these Terms and Conditions except as otherwise provided and acknowledged by Consultant in writing. Client acknowledges and agrees that, except as otherwise specifically provided herein, Consultant is an independent contractor and that Consultant reserves the right to subcontract all or any portion of the Services.
2. **Estimates of Costs.** Any estimates or opinions of costs made by Consultant in Proposals or otherwise are made on the basis of Consultant's judgment as an experienced and qualified environmental consultant and are based on project and site information actually known by Consultant, Consultant's current Schedule of Fees (as defined below), and the anticipated costs of materials, supplies, laboratories, subcontractors, and other components of the project. However, Client acknowledges and agrees that Consultant cannot and does not guarantee that total costs will not vary from estimates prepared by Consultant. The Proposal shall not be considered a "fixed price," "flat fee," or "lump sum" contract or agreement, unless specifically set forth in the Proposal.
3. **Fees and Compensation.** Except as otherwise specifically noted in the Proposal, Client shall be billed and pay for the Services on a time and materials basis based upon Consultant's standard schedule of fees and rates (the "Schedule of Fees"), as adjusted by Consultant from time to time. Services required to be performed on weekends or legal holidays or during non-standard business hours because of circumstances beyond Consultant's reasonable control shall be billed at 150% of the applicable standard rate set forth in the current Schedule of Fees. All costs and expenses billable to Client, including the costs of materials, supplies, rented equipment, permits, bonds, subcontractors, and laboratories, shall be subject to a 15% administrative mark-up. In the event that Consultant is required to provide documents, information, or testimony related to Services rendered to or on behalf of Client pursuant to a subpoena or other order issued by a court or governmental agency, Client shall be responsible for Consultant's costs, expenses, and fees incurred in responding to or complying with the subpoena or order, including charges for time spent by Consultant in accordance with the current Schedule of Fees.
4. **Billing and Payment.** Except as otherwise specifically noted in the Proposal, Client will be invoiced periodically at Consultant's discretion for Services performed by Consultant. Fixed price Proposals will be invoiced on a percentage-completed basis. All invoices shall be due and payable in full upon receipt. Past due balances shall bear interest at the rate of 1.5% per month, or the maximum amount allowed by applicable law, whichever is less, beginning thirty (30) days from the date of the invoice. In the event that Client fails to pay any amount in full when due, Consultant may, at its sole option, suspend the performance of Services until payment in full is received or terminate the performance of Services. The suspension or termination of the performance of Services by Consultant, or the continuation of the performance of Services, shall not in any way affect Client's liability for payment with respect to Services previously rendered and Consultant shall not be responsible for, nor liable to Client with respect to, any fines or penalties imposed upon or against Client as a result of delays resulting from Consultant's exercise of its rights under this provision. Client shall be liable for all costs incurred by Consultant in attempting to enforce these Terms and Conditions or to collect overdue payments from Client, including actual attorney fees and court costs.
5. **Release and Submission of Reports and Data.** All data, information, documentation, and reports generated, gathered, created, ordered, or received by Consultant in the performance of Services are and remain proprietary in nature and Consultant shall have no obligation whatsoever to release such data, information, documentation, or reports until all invoices and charges related to the development of such data, information, documentation, and reports are paid in full. Client acknowledges and agrees that it remains solely responsible for the preparation and filing of all forms, notices, and reports of any kind required by any local, state, or federal law, ordinance, or regulation and that Consultant shall have no obligation whatsoever to assure or effect compliance with any such reporting requirement unless specifically set forth in the Proposal.
6. **Hazardous and Waste Materials.** Client acknowledges and agrees that, unless expressly provided for in the Proposal, Consultant has had no role in generating, treating, storing, or disposing or arranging for the disposal of any hazardous substances, hazardous waste, toxic substances, pollutants, or contaminants which may be present at or near any project site (collectively "Waste Materials"), as such terms are defined or contemplated by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 *et seq.* ("CERCLA"), and/or Parts 201, 211, or 213 of the Natural Resources and Environmental Protection Act, MCL 324.21301 *et seq.* ("NREPA"), or any other local, state, or federal law, ordinance, or regulation pertaining to such substances or the environment, and that Consultant has not benefited from the processes that produced such Waste Materials. Any Waste Materials generated, treated, stored, disposed of, or otherwise encountered during the performance of Services by Consultant shall at no time be considered or become the property of Consultant. Client understands that Waste Materials may be generated or encountered during the normal course of performance of the Services, potentially requiring the removal, temporary storage, and disposal of the Waste Materials. Client agrees to the temporary storage of such Waste Materials at the project site and assumes all risk for safeguarding the Waste Materials from vandalism, tampering, theft, and other damage.
7. **Site Access and Control.** Client grants a right of entry to the project site to Consultant and Consultant's employees, agents, and subcontractors for the purpose of performing the Services, and Client acknowledges and agrees that it is and shall remain in control of the project site at all times and that Consultant is not an "operator," as defined by CERCLA and/or NREPA, of the project site or facility where Consultant is performing the Services. If client does not own a project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant, unless Client notifies Consultant otherwise in writing, and Client shall be responsible for payment of any costs and expenses associated with gaining access, including entry and permit fees and the costs of bonds. If the performance of the Services results in damage to or the alteration of the project site, other than otherwise avoidable damage or alteration resulting from Consultant's gross negligence, Client agrees to pay the costs of restoring the project site to its original condition.
8. **Site Conditions.** Client agrees to promptly disclose to Consultant prior to the commencement of the Services any information pertaining to the project site that impacts the performance of the Services by Consultant or the health and safety of Consultant's employees and subcontractors, site personnel, or the public. Client acknowledges that the discovery or suspected discovery of Waste Materials during the performance of the Services may require that special and/or immediate measures be undertaken to protect the health and safety of Consultant's employees and subcontractors, site personnel, and/or the public, and Client shall be responsible for any costs or expenses incurred by Consultant with respect thereto, irrespective of whether such costs or expenses were or could have been included in the Proposal. Client shall be responsible for the proper identification of all utility lines and subterranean structures and conditions, including, but not limited to, underground storage tanks and piping, utility lines, wells, foundations, pipes, drains, and sewer lines, on, at, within, or under each project site.
9. **Indemnification and Limitation of Liability.** Client shall indemnify, hold harmless, and defend Consultant and its members, shareholders, directors, officers, employees and/or agents from and against any and all losses, damages, claims, liabilities, fines, penalties, costs, and expenses, including actual attorney fees and court costs, which any or all of them may incur, be otherwise responsible for, or pay out as a result of bodily injury (including death) to any person, damage (including loss of use) to any real or personal property (including utilities or subterranean structures), or injury or damage to the environment generally (including the public trust in natural resources), arising out of or related to the performance of the Services or Client's breach of these Terms and Conditions, except for such injuries or damages resulting directly from the gross negligence or willful misconduct of Consultant. Any liability of Consultant to Client related to the performance of Services by Consultant shall be limited to \$1,000,000 in connection with the Proposal under which the Services giving rise to the liability were performed. Any claims against Consultant shall be barred if not brought within one year of the earlier of the date upon which the acts or omissions giving rise to such claim were committed or the completion or termination of the performance of the Services under the Proposal.
10. **Standard of Care and Disclaimer of Warranties.** Client acknowledges and agrees that conditions can vary between sampling points and with time, and that the assumptions, interpretations, opinions, conclusions, and recommendations of Consultant are based solely on data known to Consultant, which can result in changes in the assumptions, interpretations, opinions, conclusions, and recommendations over time or in response to additional data. Client further acknowledges and agrees that nothing contained herein nor in any Proposal shall be considered or amount to a guarantee by Consultant of any particular outcome. Client further acknowledges and agrees that the fields of science and engineering, associated technologies, and accepted practices, as well as applicable laws, standards, guidelines, and regulations, are constantly developing and changing, and that there are variances and inconsistencies between the laws, standards, guidelines, and regulations of different agencies and jurisdictions (as well as the application thereof), requiring the exercise of discretion and professional judgment by Consultant. Consultant will select the methods and/or procedures it considers appropriate to accomplish the intended result, and Client's acceptance of a Proposal signifies concurrence with the methods and procedures selected by Consultant. As part of the Services, Consultant may retain, hire, or subcontract with laboratories or subcontractors of Consultant's choosing for the performance of analytical testing or other services, and Consultant assumes no responsibility for claims or losses arising from the negligence or errors and omissions of such laboratories or subcontractors. There are no warranties, either express or implied, which are not expressly set forth in the Proposal or these Terms and Conditions, and Consultant makes NO WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE with respect to any of the Services, goods, materials, or equipment sold or furnished by Consultant.
11. **Force Majeure.** Client and Consultant shall be excused for the period of any delay in the performance of any non-monetary obligations under these Terms and Conditions when substantially prevented from so doing by labor disputes (beyond the party's control), civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any necessary material or service, or acts of God.
12. **Governing Law and Venue.** These Terms and Conditions shall be governed and construed for all purposes under and in accordance with the laws of the State of Michigan, without given effect such State's choice of laws principles. Any action brought to challenge or enforce these Terms and Conditions shall be brought in the courts of Ingham County, Michigan; provided, however, that an action to foreclose on a construction lien claimed by Consultant as a result of Services rendered hereunder shall be brought in the county where the underlying real property is located and any other related claims may be joined in such action.

DDA property



Google Earth

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1000 ft

Tru by Hilton Jackson

Hampton Inn Jackson

Shirley Dr

Courtyard Jackson

One North Kitchen and Bar

Bondsteel Dr

Yen King

Bethel Church

Aldrich Dr

Hurd Marvin Drain

Boardman Rd

127

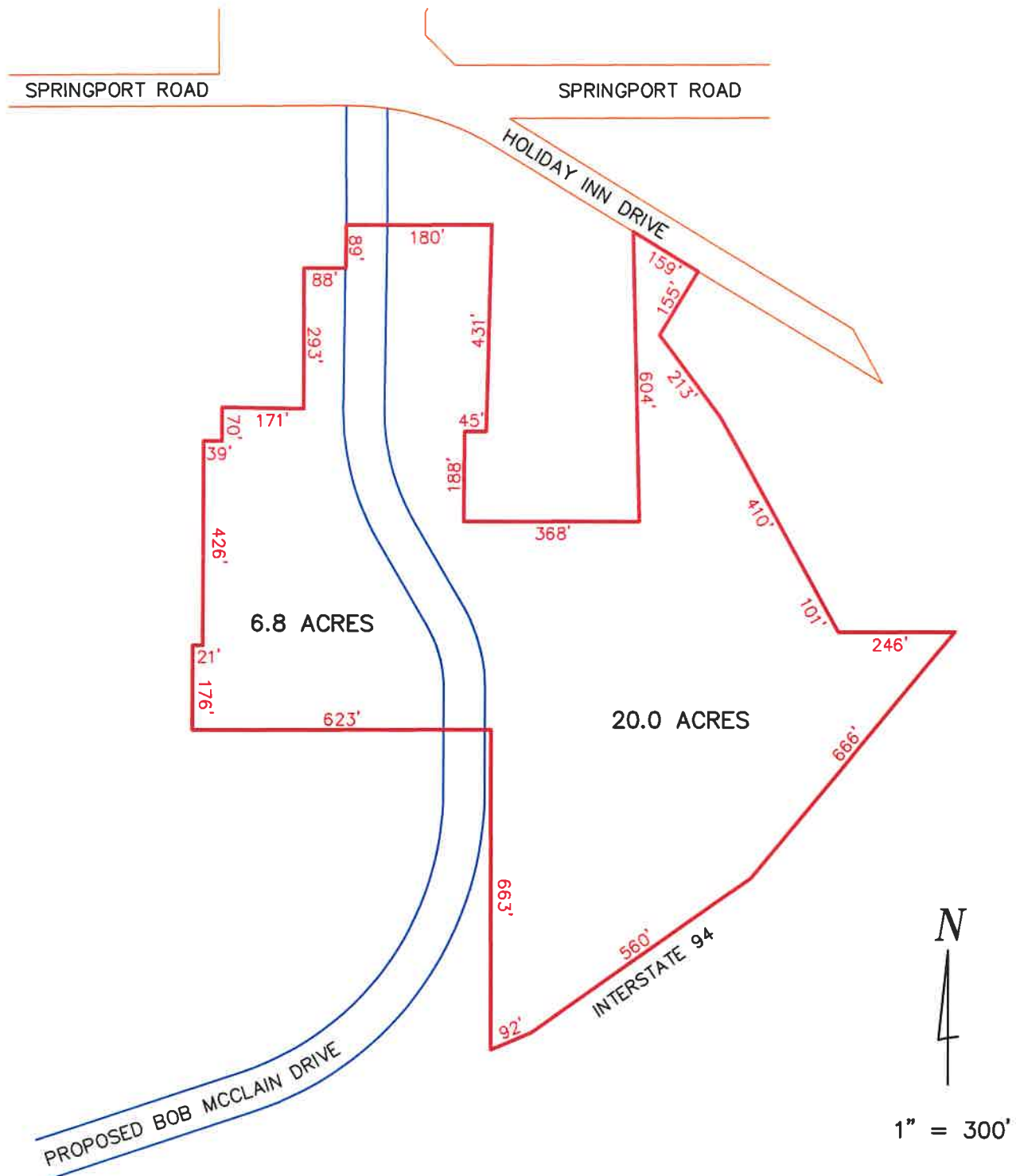
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BLACKMAN CHARTER TOWNSHIP

DDA NORTH PARCEL

DIMENSION MAP





BLACKMAN TOWNSHIP AND JACKSON COUNTY DDA PROPERTIES



1 inch = 474 feet



Water Resources Division Wetland Identification Program (WIP) Fee Calculator

Enter acreages in highlighted cells only; all other cells will fill in automatically (you may print this sheet and attach to your WIP application).

LEVEL 1 (Service has changed, see below)

The DEQ wetland inventory maps are now available and will be provided in place of the previous Level 1 service. DEQ wetland inventory maps for each county are available in electronic form, or can be requested in paper form at cost, on the DEQ Website under Wetland Inventory Maps at www.michigan.gov/deqwetlands. Since these maps are not based upon an on-site review, the DEQ does not provide a jurisdictional guarantee or a map specific to the parcel.

LEVEL 2 (Maximum 5 acres)

Acres of Property	1
Acres to be Reviewed by DEQ (5 acres maximum)	0.1
Standard WIP Fee	\$500
Express WIP Fee (3 times standard fee)	\$1,500

Notes:

- A \$500 fee is assessed for the first wetland acre, with a \$250 fee for each additional wetland acre or fraction thereof.

LEVEL 3 (No acreage limit)

Acres of Property (for information purposes only)	28
Acres to be Reviewed by DEQ	28
Acres of Wetland (this must always be ≥ 0.1)	4.25
1st Acre (\$500)	1
Additional Acres of Wetland (\$50 each)	4
Acres of Non-Wetland (Upland) (\$20 each)	23
Standard WIP Fee	\$1,160
Express WIP Fee (3 times standard fee)	\$3,480

Notes:

- Acreage of wetland must be 0.1 or greater to allow for 1st acre fee.
- If the parcel is all upland, enter 0.1 into the "Acres of Wetland" box.
- All acreage needs to be entered in acres or tenths of acres.
- A \$500 fee is assessed for the first wetland acre, with a \$50 fee for each additional wetland acre or fraction thereof.