



Otwell Mawby, P.C.
Consulting Engineers

March 7, 2024

Village of Empire
C/o: Ms. Maggie Bacon
Email: m.bacon@villageofempire.com

**SUBJECT: PROPOSAL FOR ENVIRONMENTAL SERVICES
PHASE I ENVIRONMENTAL SITE ASSESSMENT
COMMERCIAL PROPERTY
11537 SOUTH LEELANAU HIGHWAY
VILLAGE OF EMPIRE, LEELANAU COUNTY, MICHIGAN**

Dear Maggie:

Otwell Mawby P.C. (Otwell Mawby) is pleased to present our proposal for environmental assessment / due diligence services related to the commercial property located at 11537 South Leelanau Highway (Parcel Identification Number: 041-500-003-00) in the Village of Empire, Leelanau County, Michigan. The following is a proposed scope of services to complete a Phase I Environmental Site Assessment (Phase I ESA) for the subject property.

Otwell Mawby is well-versed in performing the specific services requested. During the last year, we have performed over 50 Phase I Environmental Site Assessment (ESA) projects, many of which included Phase II assessments and Baseline Environmental Assessments (BEAs). We believe that our knowledge and experience can be a significant asset toward achieving your project goals.

The following presents Otwell Mawby's scope of services, schedule, and budget for the requested services.

SCOPE OF SERVICES

Otwell Mawby will provide the labor, equipment, and materials necessary to complete the following scope of services:

Conduct Phase I Environmental Site Assessments

Otwell Mawby will complete a Phase I ESA in general accordance with American Society of Testing and Materials (ASTM) Standard 1527-21. The goal of the Phase I will be to identify, to the extent feasible, Recognized Environmental Conditions (RECs) in connection with the subject property or adjacent parcels. The Phase I ESA will include a records review; a site reconnaissance; interviews with current owners, employees and/or occupants of the property; and interviews with government officials. Findings of the Phase I will be documented in the final report.

For the subject property, the client is requested to:

- Obtain a title search for the property during their acquisition process as may be required under ASTM environmental assessment standard. The title search will be evaluated for any environmental liens. Otwell Mawby will undertake a review of the title work.
- Provide lender guidelines (i.e., SBA), if applicable, for Phase I ESAs, as available, if the Phase I ESA will be submitted for lender financing or to meet the requirements of a lending institution.
- Provide any information on the property, including the property tax identification numbers, tax card, legal description, copy of a survey, and any previous assessment reports, if available.
- Make arrangements with the current owner for Otwell Mawby to have access to the site for the Phase I site visit and Phase II sampling and analysis, if necessary.

Otwell Mawby will prepare pdf copy of the Phase I ESA for your use and distribution and can provide a hard copy of the report on request.

SCHEDULE

The Phase I ESA will be completed within approximately two weeks of our receipt of your authorization to proceed or we will meet any mutually agreeable timeframe. If documents are required to be obtained through submittal of a Freedom of Information Act (FOIA) to the State or local municipal office, additional time for completion of the report may be required. Otwell Mawby will notify you if a delay is expected due to a pending FOIA request. Otwell Mawby will initiate the project activities upon receipt of the signed authorization-to-proceed and will provide verbal findings of the Phase I ESA within one week of the authorization-to-proceed.

COMPENSATION

Otwell Mawby will complete the activities scoped herein on a lump-sum basis. The cost for completion of the project activities is presented below.

Phase I ESA	\$ 2,100.00
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The work will be completed and invoiced as described herein, in accordance with the attached project Terms and Conditions. Additional work beyond the scope provided in this proposal will only be executed upon your authorization.

Following your review and acceptance of our proposal, please sign and return the attached project authorization form authorizing Otwell Mawby, P.C. to work on this project.

We thank you for the opportunity to provide our proposal for your review and consideration. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

OTWELL MAWBY, P.C.

Environmental ▪ Brownfield ▪ Asbestos



James A. Jackson II
Senior Environmental Professional

Attachment

cc: Proposal File

AUTHORIZATION TO PROCEED

Village of Empire
C/o: Ms. Maggie Bacon
Email: m.bacon@villageofempire.com

Your signature, or an authorized representative's signature, on this form will provide authorization for Otwell Mawby P.C. to proceed in accordance with our attached standard Contract Terms and Conditions and constitute acknowledgement of the scope of services described in the proposal dated, March 7, 2024.

PROJECT DESCRIPTION / COST

For completion of a Phase I Environmental Site Assessment related to the commercial property located at 11537 South Leelanau Highway (Parcel Identification Number: 041-500-003-00) in the Village of Empire, Leelanau County, Michigan. Otwell Mawby will initiate the project activities upon receipt of the signed authorization-to-proceed and provide verbal findings within one week of the authorization-to-proceed. The Phase I ESA will be completed within approximately two weeks of our receipt of your authorization to proceed or we will meet any mutually agreeable timeframe. If documents are required to be obtained through submittal of a Freedom of Information Act (FOIA) to the State or local municipal office, additional time for completion of the report may be required. Otwell Mawby will notify you if a delay is expected due to a pending FOIA request. The cost for the proposed scope of service is presented below.

Phase I ESA	\$ 2,100.00
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Please sign below and return a copy of this document to Otwell Mawby, P.C., Consulting Engineers, 309 East Front Street, Traverse City, Michigan 49684. The executed document can be sent via email at jjackson@otwellmawby.com or facsimile at (231) 946-5216.

Name: _____

Title: _____

Company: _____

Address: _____

Email: _____

Phone/ Fax: _____

Signature: _____

Date: _____

OTWELL MAWBY, P.C.
Consulting Engineers
309 East Front Street
Traverse City, Michigan 49684

Environmental ▪ Brownfield ▪ Asbestos ▪ Geotechnical ▪ Materials Testing

STANDARD TERMS AND CONDITIONS
EFFECTIVE JANUARY 2024

I. Fees for Consulting Services

Hourly rates for:	Principal	\$110.00
	Project Manager / Sr. Engineer/Geologist	\$96.00
	Project Engineer/Geologist	\$80.00
	Staff Engineer/Geologist	\$72.00
	Senior Environmental Technician	\$65.00
	Technician II	\$47.00
	Technician I	\$43.00
	Clerical	\$30.00

II. Equipment Charges

Mileage	\$0.67 per mile
Sampling Pump	\$75.00 per day
Water Well Monitoring Equipment	\$25.00 per day
Pressure Transducer Equipment	\$50.00 per day
Photoionization Detector (PID)	\$125.00 per day

III. Services of Others

On occasion, subcontractors and subconsultants will be used with your approval. The cost of such services plus a fifteen percent contract administration fee will be included in our invoice.

IV. Invoices

Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Interest will be added to accounts in arrears at the rate of 1.5 percent per month. Credit card payments will be assessed a 3.5% convenience fee. The card holder is also responsible for payment of any transaction fees.

V. On-Site Services During Project Activities

Should our services be provided on the job site during project activities, clean-up or other site tasks, it is understood that, in accordance with generally accepted engineering practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the

contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the site.

It is further understood that field services provided by our personnel will not relieve the contractor of his responsibilities for performing the work in accordance with applicable laws and regulations and with the plans and specifications.

VI. Ownership of Documents

All reports, field data and notes, laboratory test data, calculations, estimates, and other documents which we prepare, as instruments of service, shall remain our property. You agree that all reports and other work we furnish you or your agents, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.

Any documents or reports prepared by our firm are intended for your use and benefit and any lenders that might rely on the report and findings whose interests are secured by the property. They are not intended for use by any other third party.

Reports and other materials resulting from our efforts on this project or site are not intended or represented to be suitable for reuse by you or others on extensions or modifications of this project or for any other projects or sites. Reuse of reports or other materials by you or others on extensions or modifications, of this project or on other sites, without our written permission or adaptation for the specific purpose intended shall be at the user's sole risk, without liability on our part, and you agree to indemnify and hold us harmless from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse resulting from the release of documents.

VII. Confidentiality

We will hold confidential all business or technical information obtained or generated in the performance of services under this Agreement. We will not disclose such information without your consent, except to the extent required for (1) performance of services under this Agreement; 2) compliance with professional standard of conduct regarding immediate and emergency public safety and health concerns; (3) compliance with any court order or governmental directive; and/or (4) protection of Otwell Mawby, P.C. against claims or liabilities arising from the performance of services under this Agreement. Our obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

VIII. Insurance

We are protected against risks of liability exposure by Worker's Compensation Insurance, Comprehensive General Liability Insurance (bodily injury and property damage), Automobile Liability and Professional Liability Insurance. We will furnish information and certificates at your request. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions, and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

IX. Standard of Care

In accepting this Agreement for consulting services, you acknowledge the inherent risk associated with oil, hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions as well as with construction. In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of the profession practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. We make no express or implied warranty beyond our commitment to conform to this standard.

X. Indemnity

It is understood and agreed that, in seeking our consulting services under this Agreement, you are requesting us to undertake potentially uninsurable obligations for your benefit involving the presence or potential presence of hazardous wastes and substances. Therefore, you agree to hold harmless, indemnify, and defend us from and against any and all claims, losses, damages, liability, and costs, including but not limited to costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of our negligence in the performance of services under this Agreement.

XI. Limitation of Liability

As part of this contractual Agreement, both parties agree, acknowledge, and so contract between themselves that in the event the owner or signatory to this contract suffers any monetary damage resulting from the negligence of Otwell Mawby, P.C., it is specifically agreed that the liability shall be limited to the extent of coverage of Otwell Mawby, P.C.'s professional liability insurance policy.

XII. Guaranty

The undersigned hereby jointly and severally personally guarantee the full and prompt payment, when due, of the entire principal amount owed Otwell Mawby for services rendered. The liability of the guarantors on this guaranty shall be continuing, direct and immediate and not conditional or contingent upon the pursuit of any remedies against the client or any other person, nor against security or liens available to Otwell Mawby.