JACKSON COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY
SERVED BY ACCELERATE JACKSON COUNTY

JCBRA MEETING AGENDA
Thursday, July 9, 2026, at 7:30 a.m.
County Tower Building – Commission Chambers
120 W. Michigan Avenue, 5th Floor

Call to Order

Public Comment

Consent Agenda – Items removed to be considered separately
a) *Minutes from July 9, 2026, JCBRA Board Meeting
b) *JCBRA Financial Statements through June 30, 2026
c) *JCBRA Invoices through June 30, 2026

JCBRA Active Project Updates: Staff updates

Old Business

New Business:
a) Fishbeck Proposal Review

Director's/Staff Comments

Board Member Comments

Community/Public Comments

Next Meeting: Thursday, Aug 6, 2026, JCBRA Meeting will be held at the County Tower Building, Commission Chambers, 120 W. Michigan Ave, 5th Floor, at 7:30 a.m.

Adjourn

***Indicates Attachment**

JACKSON COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
SERVED BY ACCELERATE JACKSON COUNTY

JCBRA Board Meeting Minutes

May 4, 2026 - 7:30 a.m.
County Tower Building, Jackson County Commission Chambers, 5th Floor, 120 W. Michigan Ave.

Present (9): AJ Crownover**,** Brad Brelinski, Ted Hilleary, Pete Jancek, Jim Seitz, Steve Shotwell, Mark Schopmeyer, Connor Wood.

Absent (1): Brad Runkel

Task Force Partners (1): John O'Connor, Director of Planning & Zoning, City of Jackson, Mike Overton, Administrator / Controller, County of Jackson.

Staff (2): Marcia Gebarowski, and Heather Holleque - Accelerate Jackson County.

Call to Order: Vice **-** Chairman Shotwell called the meeting to order at 7:30 a.m.

Public Comment: None

JCBRA Meeting Minutes from April 2, 2026:
Motion by T. Hilleary to approve the meeting minutes from the April 2, 2026, meeting. Supported by AJ Crownover. Approved unanimously.

JCBRA Financial Statements through April 30, 2026:
Motion by T. Hilleary to approve the financial statements through January 31, 2026. Supported by AJ Crownover. Approved unanimously.

JCBRA Invoices through April 30, 2026:
Motion by T. Hilleary to approve the invoices totaling $2,097.90. Supported by AJ Crownover. Approved unanimously.

PROJECT UPDATES AND STAFF REPORTS

Economic and Community Development Update

Marcia Gebarowski, Director of Economic and Community Development for Accelerate Jackson County, introduced herself to the Board and provided several updates.

Policies and Procedures Update:

- Existing policies and procedures posted online were identified as outdated and containing former employee information.
- Staff are updating the website materials and coordinating with Fishbeck to review:
  • Development agreements
  • Applications
  • Policies and procedures
- It was noted that the Board had approved updated application materials approximately one year earlier, including language related to housing developments; however, the updated materials were never posted online.
- Revised materials will be brought before the Board at a future meeting for approval and implementation.

Brown Floral Project

- Staff reported progress regarding the Brown Floral revolving loan and grant project involving underground storage tank investigation and removal.
- Fishbeck reviewed and approved eligible expenses.
- The BRA authorized:
  • A $7,500 grant disbursement
  • An $8,352 loan advance reimbursement
- During excavation, no underground storage tanks were found.
- Project costs are expected to be substantially lower than originally anticipated.
- One additional reimbursement request is anticipated for asphalt and repainting work before the loan enters repayment status.

Zimmer Marble

- Staff met with representatives from Zimmer Marble regarding outstanding loan matters.
- Due to medical leave, ownership representatives were unavailable for several months.
- Financial documentation has been requested for committee review.
- The business has submitted additional payments and is currently caught up through approximately May 2022 in the repayment cycle.
- Staff reported that business operations are stable and that workforce and talent resources are being coordinated for the company.
- Further discussions will continue through committee review before any recommendations are returned to the full Board.

DISCUSSION: APPLICATION FEES AND ESCROW PROCEDURES

Board members discussed:

- Potential use of escrow accounts to cover Fishbeck review costs associated with projects.
- Ensuring applicants bear review costs if projects do not proceed.
- Maintaining consistency between City and County Brownfield processes and fee structures.
- Existing non-refundable application fees, including:
  • $2,500 standard application fee
  • $5,000 housing project application fee

Staff agreed to:

- Review comparable fee structures across Michigan BRA programs.
- Discuss escrow procedures with Fishbeck.
- Bring recommendations back to the Board if necessary.

DISCUSSION: PROCESS FLOWCHART

Board members discussed the value of developing a clearer Brownfield process flowchart for applicants and Board members.

Staff noted:

- A preliminary flowchart had previously been added to policy materials.
- Additional development of the flowchart is planned, including distinctions between local and state Brownfield funding processes.

BROWNFIELD SITE UPDATES

Former Goodyear Tire Site (Greenwood Avenue)
Fishbeck representatives reported:

- A Phase I Environmental Site Assessment was completed.
- Historical uses included:
  • Automotive service station
  • Gasoline station
  • Dry cleaning facility
  • Print shop
- A Phase II environmental investigation is scheduled to begin the following week.
- Soil sampling will focus on former underground storage tank areas.

Former Stetler Dry Cleaning Site (Cooper Street)
Fishbeck reported:

- Previous sampling identified shallow VOC contamination associated with former dry-cleaning operations.
- Deeper soil contamination appears limited.
- Remediation may involve shallow soil removal to support redevelopment.

Potential redevelopment concepts discussed included single-family residential development.

BROWNFIELD OUTREACH DISCUSSION

Board members discussed potentially organizing a future Brownfield open house or summit event involving:

- EGLE
- EPA
- HUD
- Community stakeholders

Staff agreed to review prior event practices and determine whether another event should be scheduled.

AIRPORT AND WORKFORCE DEVELOPMENT UPDATES

Airport Advisory Council

Pete Jancek reported:

- The Young Eagles aviation program currently has 12 youth participants registered.
- Upcoming airport events include:
  • Pancake Breakfast — May 24
  • Airport Open House — September 12

Public Safety Building Update

Blackman Township has broken ground on a new public safety building.

- Footings have been completed.
- The Township was awarded a federal grant through Congresswoman Slotkin's office to support interior furnishings and security systems.

Aircraft Maintenance Program

Board members discussed ongoing development of an aircraft maintenance training program at Jackson County Airport in partnership with Jackson College.

Key points included:

- Target launch date remains Fall 2026.
- Program costs are estimated at approximately $35,000.
- Students will receive toolkits as part of the program.
- Career opportunities in aircraft maintenance were highlighted, with salary ranges estimated between $78,000 and $130,000 annually depending on market and experience.
- Lansing Community College remains involved as a supporting educational partner.

BOARD MEMBER COMMENTS

Board members discussed:

- Preferences regarding printed meeting packets versus digital copies.
- Continuing efforts to improve consistency and efficiency in Board operations.
- Appreciation for improved administrative coordination and communication.

Other Business
None.

Next Meeting:
Thursday, June 4, 2026, JCBRA Meeting will be held at the County Tower Building, Commission Chambers, 120 W. Michigan Ave, 5th Floor, at 7:30 a.m.

Adjourned: Vice-Chairman Shotwell adjourned at 8:04 a.m.

Respectfully submitted by Heather Holleque, AJC Executive Assistant

BROWNFIELD REDEVELOPMENT AUTHORITY
STATEMENT OF FINANCIAL POSITION
May 31, 2026

ASSETS

CURRENT ASSETS		
CHECKING ACCOUNT	$ 12,806.61	
TIF ACCOUNT	212,099.33	
CHECKING ACCOUNT- ZM BCRLF	191,787.68	
LOCAL BRNFLD REVOLV FUND	107,167.25	
SHORT TERM REC - ZM	35,536.68	
TOTAL CURRENT ASSETS		559,397.55
OTHER ASSETS		
NOTE REC - ZM BCRLF	325,753.50	
NOTE REC - BROWN FLORAL LBRF	8,352.00	
TOTAL OTHER ASSETS		334,105.50
TOTAL ASSETS		**$ 893,503.05**

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
TOTAL CURRENT LIABILITIES		0.00
LONG TERM LIABILITIES		
COUNTY OF JACKSON LOAN	$ 117,500.00	
TOTAL LONG TERM LIABILITIES		117,500.00
TOTAL LIABILITIES		117,500.00
NET ASSETS		
UNRESTRICTED FUND EQUITY	799,691.49	
EXCESS REVENUE OVER EXPENSE	(23,688.44)	
TOTAL NET ASSETS		776,003.05
TOTAL LIABILITIES & NET ASSETS		**$ 893,503.05**

BROWNFIELD REDEVELOPMENT AUTHORITY
STATEMENT OF ACTIVITY
For the Five Months Ending May 31, 2026

		Current Month		Year to Date
REVENUES				
TIF INCOME	$	0.00	$	25,631.79
INTEREST INCOME - BRA		2.72		13.23
INTEREST INCOME - ZM BCRLF		40.71		196.26
INTEREST INCOME - TIF ACCT		45.40		230.60
INTEREST INCOME - LBRF		23.88		124.92
TOTAL REVENUES		112.71		26,196.80
EXPENSES				
STAFF TIME - BRA - BCRLF		0.00		5,222.11
CONSULTING - BRA - BCRLF		0.00		30,907.63
TIF REIMBURSEMENT EXP - BRA		0.00		6,255.50
BROWN FLORAL LBRF EXP - BRA		0.00		7,500.00
TOTAL EXPENSES		0.00		49,885.24
EXCESS REVENUE OVER EXPENSE	**$**	**112.71**	**($**	**23,688.44)**

BROWNFIELD REDEVELOPMENT AUTHORITY
General Ledger
For the Period From May 1, 2026 to May 31, 2026

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
1010-BRA-000	5/1/26			Beginning Balance			12,803.89
CHECKING ACCOUNT	5/29/26	Interest - May	GENJ	Interest - May	2.72		
				Current Period Chang	2.72		2.72
	5/31/26			**Ending Balance**			**12,806.61**
1020-BRA-000	5/1/26			Beginning Balance			212,053.93
TIF ACCOUNT	5/29/26	Interest - May	GENJ	Interest - May	45.40		
				Current Period Chang	45.40		45.40
	5/31/26			**Ending Balance**			**212,099.33**
1025-BRA-000	5/1/26			Beginning Balance			191,746.97
CHECKING ACCOUNT- Z	5/29/26	Interest - May	GENJ	Interest - May	40.71		
				Current Period Chang	40.71		40.71
	5/31/26			**Ending Balance**			**191,787.68**
1035-BRA-000	5/1/26			Beginning Balance			107,143.37
LOCAL BRNFLD REVOLV	5/29/26	Interest - May	GENJ	Interest - May	23.88		
				Current Period Chang	23.88		23.88
	5/31/26			**Ending Balance**			**107,167.25**
1150-BRA-000	5/1/26			Beginning Balance			35,536.68
SHORT TERM REC - ZM							
	5/31/26			**Ending Balance**			**35,536.68**
1205-BRA-000	5/1/26			Beginning Balance			325,753.50
NOTE REC - ZM BCRLF							
	5/31/26			**Ending Balance**			**325,753.50**
1206-BRA-000	5/1/26			Beginning Balance			8,352.00
NOTE REC - BROWN FLORAL LBRF							
	5/31/26			**Ending Balance**			**8,352.00**
2025-BRA-000	5/1/26			Beginning Balance			-117,500.00
COUNTY OF JACKSON LOAN							
	5/31/26			**Ending Balance**			**-117,500.00**
3005-BRA-000	5/1/26			Beginning Balance			-799,691.49
UNRESTRICTED FUND EQUITY							
	5/31/26			**Ending Balance**			**-799,691.49**
4825-BRA-000	5/1/26			Beginning Balance			-25,631.79
TIF INCOME							
	5/31/26			**Ending Balance**			**-25,631.79**
4910-BRA-000	5/1/26			Beginning Balance			-10.51

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
INTEREST INCOME - BR	5/29/26	Interest - May	GENJ	Interest - May		2.72	
				Current Period Change		2.72	-2.72
	5/31/26			**Ending Balance**			**-13.23**
4915-BRA-000	5/1/26			Beginning Balance			-155.55
INTEREST INCOME - ZM	5/29/26	Interest - May	GENJ	Interest - May		40.71	
				Current Period Change		40.71	-40.71
	5/31/26			**Ending Balance**			**-196.26**
4920-BRA-000	5/1/26			Beginning Balance			-185.20
INTEREST INCOME - TIF	5/29/26	Interest - May	GENJ	Interest - May		45.40	
				Current Period Change		45.40	-45.40
	5/31/26			**Ending Balance**			**-230.60**
4935-BRA-000	5/1/26			Beginning Balance			-101.04
INTEREST INCOME - LBI	5/29/26	Interest - May	GENJ	Interest - May		23.88	
				Current Period Change		23.88	-23.88
	5/31/26			**Ending Balance**			**-124.92**
5095-BRA-000	5/1/26			Beginning Balance			5,222.11
STAFF TIME - BRA - BCRLF							
	5/31/26			**Ending Balance**			**5,222.11**
5710-BRA-000	5/1/26			Beginning Balance			30,907.63
CONSULTING - BRA - BCRLF							
	5/31/26			**Ending Balance**			**30,907.63**
6005-BRA-000	5/1/26			Beginning Balance			6,255.50
TIF REIMBURSEMENT EXP - BRA							
	5/31/26			**Ending Balance**			**6,255.50**
7011-BRA-000	5/1/26			Beginning Balance			7,500.00
BROWN FLORAL LBRF EXP - BRA							
	5/31/26			**Ending Balance**			**7,500.00**

JACKSON COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
SERVED BY ACCELERATE JACKSON COUNTY

May 31, 2026
JCBRA Invoice Report

TIF Account Expenses:

TOTAL TIF Account Expenses: **$ 0.00**

ZM BCRLF LOAN STATUS/ACTIVITIES:

FUND CATEGORY	AMOUNT
Revenue	
Original Zimmer Marble BCRLF Loan *Balance as of 11/24/2025: $364,251.57*	**$800,000.00** ***(Current through 05/01/2022)***
Expenses: **Total ZM/BCRLF Expenses:**	

Invoices to be approved by the JCBRA Board of Directors on : $0.00

JACKSON COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY
SERVED BY ACCELERATE JACKSON COUNTY

June 30, 2026
JCBRA Invoice Report

TIF Account Expenses:

Fishbeck –

TIF Capture Expenses through 05/29/2026:	$ 296.25
TIF Capture Expenses through 04/24/2026:	$ 675.00
TIF Capture Expenses through 04/24/2026:	$ 2,275.00
Accelerate Jackson County	$ 7,500.00
TOTAL TIF Account Expenses:	**$ 10,746.25**

ZM BCRLF LOAN STATUS/ACTIVITIES:

FUND CATEGORY	AMOUNT
Revenue	
Original Zimmer Marble BCRLF Loan *Balance as of 11/24/2025: $364,251.57*	**$800,000.00** ***(Current through 05/01/2022)***
Expenses: **Total ZM/BCRLF Expenses:**	

Invoices to be approved by the JCBRA Board of Directors on : $10,746.25

fishbeck
Engineers | Architects | Scientists | Constructors

750 Trade Centre Way, Suite 200
Kalamazoo, Michigan 49002

269.375.3824 | fishbeck.com

July 2, 2026

Marcia Gebarowski
Accelerate Jackson
One Jackson Square, Suite 1100
Jackson, MI 49202

Proposal for General Brownfield Consulting Services

Thank you for the opportunity to present this proposal to establish annual budgets for our continuous work in supporting Accelerate Jackson and the Jackson County Brownfield Redevelopment Authority. For 20 years, Fishbeck has served the Jackson County Brownfield Redevelopment Authority in a variety of capacities including activities that are not project specific. These ongoing responsibilities have included, but are not limited to, the following:

- Completing semi-annual updates of financial tracking for active Brownfield Plans
- Articulating amounts of annual tax increment revenues to be reimbursed to developers, retained by the Authority for payment to the state or for its own accounts
- Assisting in the required annual MEDC reporting
- Meeting with prospective developers
- Conducting educational and community engagement activities
- Preparing marketing materials
- Amending Authority policy and application documents
- Other tasks requested by staff and the Authority Board

For several years, our work has been completed and invoiced on an as-needed basis. As Accelerate Jackson integrates new staff into the role of managing the Brownfield Redevelopment Authority, it is agreed that a more formal agreement for the financial commitment related to this work is appropriate. Fishbeck has reviewed our billings for the past several years related to these tasks to understand what is a typical annual cost for this work. Based on our past performance and in consideration of future ongoing work requested, we are proposing an annual budget of twenty thousand dollars ($20,000) for general brownfield consulting services. For the remainder of 2026, the budget would be ten thousand dollars ($10,000). Beginning January 1, 2027, we would create a new budget of $20,000. If matters that require additional work arise, we will advise as soon as we foresee the need to increase the budget and will provide an updated proposal. Fishbeck's standard rates will apply.

Attached is our Professional Services Agreement. If this is acceptable to Accelerate Jackson and the Jackson County Brownfield Redevelopment Authority Board, please sign in the space provided and return the executed agreement to Shelbey Senkewitz (ssenkewitz@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted monthly, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 269.544.6977 or dstegink@fishbeck.com.

Sincerely,

David Stegink
Vice President/Brownfield Program Manager

Attachment
By email

fishbeck
Engineers | Architects | Scientists | Constructors

750 Trade Centre Way, Suite 200
Kalamazoo, Michigan 49002

269.375.3824 | fishbeck.com

Professional Services Agreement

PROJECT NAME:	2026 and 2027 General Brownfield Consulting Services
FISHBECK CONTACT:	David Stegink
CLIENT CONTACT:	Marcia Gebarowski
CLIENT:	Accelerate Jackson, One Jackson Square, Suite 1100, Jackson, MI 49202

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Conduct scope of services to support Accelerate Jackson and the Jackson County Brownfield Redevelopment Authority, as detailed in Fishbeck's attached letter proposal, dated July 2, 2026.

AGREEMENT. The Agreement consists of this page and the documents that are checked:
☒ Terms and Conditions for Professional Services
☒ Proposal Dated: July 2, 2026
☐ Other:

METHOD OF COMPENSATION:
☐ Lump Sum for Defined Scope of Services
☒ Hourly Billing Rates Plus Reimbursable Expenses with an Administrative Fee of 10%
☐ Other:

Budget for Above Scope of Services:

General Brownfield Consulting Services for the remainder of 2026 – Ten Thousand Dollars ($10,000)
General Brownfield Consulting Services for 2027 – Twenty Thousand Dollars ($20,000)

ADDITIONAL PROVISIONS (IF ANY): None

APPROVED FOR:		ACCEPTED FOR:	
Accelerate Jackson		Fishbeck	
SIGNATURE:		SIGNATURE:	David Steg
NAME:		NAME:	David Stegink
TITLE:		TITLE:	Vice President
DATE:		DATE:	July 2, 2026

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 the administrative fee.
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