

WHITE LAKE TOWNSHIP TOWNSHIP BOARD

REPORT OF THE COMMUNITY DEVELOPMENT DEPARTMENT

TO: Township Board

FROM: Justin Quagliata, Staff Planner

DATE: May 12, 2022

RE: Stanley Park Biological Assessment Proposal

The Parks and Recreation Committee is recommending Township Board approval of a herpetological services proposal for Stanley Park. While the Land and Water Conservation Fund (LWCF) grant was tentatively awarded by the Michigan Department of Natural Resources (MDNR), federal agency review and approval is still in progress. The National Park Service (NPS) indicated there has been documented occurrences of Eastern Massasauga Rattlesnakes (EMR), which is a threatened/endangered species, in the project area. The project is being required to go through the U.S. Fish and Wildlife Service (USFWS) formal consultation process to confirm no adverse effect to EMR would result from the park improvements. USFWS may require the Township obtain a biological assessment on the Stanley Park property. If required, this assessment would need to be completed by a herpetology consultant to be acceptable by federal agencies. Ultimately, USFWS would review the assessment and issue a decision on the matter, which must be acceptable to NPS to obtain compliance with federal requirements. A representative of USFWS plans to visit Stanley Park, and they may be able to complete habitat identification during the field visit and get everything needed to complete a consultation. Staff will wait for USFWS to visit the park and provide direction on whether the assessment is needed or not. Board approval of this expense subject to the outcome of the USFWS site visit would allow the Township to be prepared to proceed with the biological assessment, if necessary, as soon as possible.

Herpetological Resource and Management, LLC (HRM) proposed a flat fee not to exceed \$16,200. The Township may be able to obtain 50% reimbursement of the cost of the study. Pre-award costs would be taken from the LWCF grant, thereby reducing the money available for construction. Note USFWS provided staff a list of biologists who are permitted by USFWS to work with EMR – there are only three such individuals in Michigan. Staff contacted all three Michigan based consultants; HRM was the only consultant to respond. Also note HRM was the EMR consultant for Indian Springs.

Attachment

1. Stanley Park Herpetological Services Proposal dated April 19, 2022.



P.O. BOX 110
CHELSEA, MI 49240
(517) 522-3524 OFFICE
(313) 268-6189 MOBILE
WWW.HERPRMAN.COM

April 19, 2022

Justin Quagliata, Staff Planner
White Lake Township
7525 Highland Road
White Lake, MI 48383

Subject: Stanley Park Improvements Rare Herpetological Services Proposal

Dear Mr. Quagliata:

Herpetological Resource and Management, LLC (HRM) is pleased to provide the following proposal for professional services to White Lake Township to conduct herpetological field assessments within the proposed project area focused on the Federally protected Eastern Massasauga Rattle Snake and State protected herpetofauna. HRM maintains all necessary permits to conduct the requested services and can mobilize project team in late April following authorization.

We at HRM are pleased to have the opportunity to work on this project and apply our expertise on Michigan herpetofauna. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "David A. Mifsud". The signature is written in a cursive, flowing style.

David A. Mifsud, CWB, PWS, CPE

Stanley Park Improvement Herpetological Services Proposal

Scope of Services

Herpetological Resource and Management (HRM) proposes the following Scope of Services targeting the Federally protected Eastern Massasauga Rattle Snake (EMR) as the State of Michigan listed Endangered, Threatened, or Special Concern herpetofauna associated with the Project. This assessment will be conducted pursuant federal requirement. The Project Area consists of Stanley Park, located in White Lake Township, Michigan.

This baseline assessment will be completed to identify and evaluate concerns for rare herpetofauna associated with proposed improvements proposed to Stanley Park based on the conceptual design provided by Beckett&Raeder dated February 2021.

A review of has confirmed the presence of federal threatened Eastern Massasauga Snake (*Sistrurus catenatus*) (EMR), as well as several state listed species of herpetofauna on or near the project area. To accurately assess the range of rare species potentially present, HRM proposes sampling from Late April through May to capture several life stages and activities of rare herpetofauna. The following services will be provided:

Scope of Services

Task 1: Review existing documentation, species occurrence data, and proposed designs for project area, and secure all necessary permits.

Task 2: Conduct biological and habitat assessment associated with project area to evaluate herpetofauna community composition with emphasis on EMR and other protected species.

Task 3: Develop report summarizing objective, methods, results, discussion and recommendations including Best Management Practices and restoration/enhancement recommendations targeting amphibians and reptiles. Map distribution of observed herpetofauna within project assessment area.

Methods

Various target species of amphibians and reptiles are active at different times of the day and in different seasons, sampling will be conducted during a variety of times when amphibians and reptiles are active. Surveys will be conducted during late spring, early summer to capture the greatest diversity of herpetofauna. Amphibians and reptiles inhabit several different habitats and microhabitats; therefore, multiple methods will be used to completely sample the area. Sampling will include visual encounter surveys, dip netting, trap, auditory, and cover surveys. No voucher samples will be taken (unless dead), but photographs will be taken when possible. All data will be contributed to the Michigan Herp Atlas project.

Stanley Park Improvement Herpetological Services Proposal

Schedule

Work is anticipated to be conducted April through May 2022.

Budget

Compensation for HRM team directly engaged in the work of this proposal will be based on flat fee not to exceed of \$16,200.00. All other services or requested items/materials not outlined in the proposal will be billed at an hourly rate of \$110 per hour or actual cost of item. A breakdown of this estimate is provided below.

Task 1	\$900.00
Task 2 (6 days)	\$9,000.00
Task 3	\$3,500.00
Travel	\$2,000.00
Client correspondence/meetings	\$800.00
Project Total:	\$16,200.00*

* Total includes survey (2-3 trained biologist with experience sampling rare herpetofauna), equipment, travel, report, and any additional deliverables specified above (including one report revision) and based on a flat rate not to exceed amount listed. All other services not stated above will be billed based on *time and materials* at the hourly rate of \$110.00 unless otherwise mutually agreed upon in writing. All other services not stated above will require a change of scope. Please note the pricing reflects discount for nonprofit organizations. This cost estimate is valid for 30 days.

Stanley Park Improvement Herpetological Services Proposal

GENERAL TERMS AND CONDITIONS

1. These General Terms and Conditions, the attached proposal, and any stipulated exhibits or attachments shall constitute the entire agreement between Herpetological Resources and Management (hereafter referred to as HRM) and the CLIENT (herewith defined as the acceptor of this agreement) and shall not be modified except as hereinafter provided.

2. CLIENT may terminate this agreement upon written notice to HRM, at least ten (10) days prior to the date of termination. Upon receipt of termination notice, HRM shall immediately initiate efforts to stop all work in progress, including subcontracts. Insofar as possible, all ongoing work elements will be brought to a logical termination point. All finished or unfinished documents, data, studies, surveys, drawings, maps, reports, photographs, etc. prepared by HRM and any subcontractors will be delivered to CLIENT and shall become the property of the CLIENT, upon receipt of equitable compensation by HRM for performance of such work, provided that the release of said documents does not violate or contravene professional ethical standards.

HRM may terminate or suspend work under this agreement, as its option, if the CLIENT fails to pay invoices within thirty (30) days of presentation for payment. In the event HRM should choose to terminate the agreement for the cause herein stated, the CLIENT agrees to pay all unpaid invoices and to compensate HRM for other work performed as stipulated in Paragraph #1 of this section. Work may be resumed upon bringing the account to "current" status.

3. Additions to or deletions from this agreement shall only be accomplished by executing the appropriate "Contract Modification Record" wherein such modifications and consequent compensation adjustments may be addressed.

4. The scope of services to be provided under this agreement is stated in the proposal attached hereto and shall not be modified except as heretofore provided.

5. HRM will bill for services provided every thirty (30) days, unless otherwise stipulated, and payment will be on a "Net 30 Days" basis. Accounts more than thirty (30) days old will be subject to interest of 2% (two percent) per month on the unpaid balance. The basis of payment for work performed under this agreement is stipulated in the accompanying proposal, which shall only be modified in writing, by manual agreement. All invoices will be directed to:

6. HRM agrees to furnish, if requested by CLIENT, a certificate reflecting their general liability insurance coverage in sufficient amounts, and agrees that such coverage shall be maintained during the terms of this agreement. HRM shall be responsible for determining that its subcontractors, where required, likewise carry and maintain adequate insurance coverage.

7. HRM Agrees to indemnify and hold CLIENT, its directors, employees and agents harmless from each and every claim, suit, judgement or damage to or for injury or death of any persons, caused by or arising out of or in connection with the operations of HRM and its subcontractors under this agreement, except as same may be due to the sole negligence of CLIENT.

8. The CLIENT agrees that, in the event that they shall enter into a contract for the services provided by HRM under the terms of this agreement, they shall require in such contract that the contractor provide an Owner's General Liability Insurance Policy, which shall, at a minimum, indemnify the Owner and HRM against claims for damages because of bodily injury or death and for property damage caused by acts of the contractor or any sub-contractors, including defense costs, with limits of liability not less than \$1,000,000.00 per occurrence.

9. Neither CLIENT nor HRM may assign or transfer their individual interests in this agreement without the written consent of the other party. CLIENT and HRM bind themselves and their successors and assigns to the other party with respect to all covenants of this agreement.

10. In the event that a dispute should arise concerning performance of this agreement, and should such dispute result in litigation, it is hereby agreed that the prevailing party in such an action shall be entitled to recover all costs incurred during such litigation, including, but not limited to, staff time, attorney's fees, court costs, etc., in addition to any monetary damages or awards arising out of such action.