

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting

May 5, 2008

6:30 P.M.

Call to Order

Pledge of Allegiance

Call to the Public

Approval of Consent Agenda:

1.Payment of Bills

2.Approval of Minutes: 4-21-08

3.Request to approve an employment agreement with Tesha Humphriss for the position of Township engineer.

4a. Request to approve an agreement with Fonson Construction for limestone installation on Weshphal, Pardee and Beattie Roads in the amount of \$266,000 subject to review by the Township Attorney.

4b.Request to approve an agreement with the Livingston County Road Commission in the amount of \$8,000 for 6,000 feet of limited drainage work on Beattie and Pardee Roads.

Approval of Regular Agenda:

5.Consider a request from owner of 779 S. Hacker regarding unsafe structure.

6.Request to approve a revised construction agreement with Corrigan Construction for the construction of the BAFD Station 35 in the amount of \$1,081,383.19.

7.Request for approval of a Request for Change Authorization with Tetra Tech for 2008 Grand River Sidewalks in the amount of \$9,500.00.

Correspondence

Member Discussion

Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: May 5, 2008

TOWNSHIP GENERAL EXPENSES: Thru May 5, 2008	\$352,961.65
May 1, 2008-Monthly Payroll	\$15,170.01
March 2, 2008 Bi-Weekly Payroll	\$32,056.20
OPERATING EXPENSES: Thru May 5, 2008	\$45,199.32
TOTAL:	\$ 445,387.18

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
23952	BADER	BADER ACRES LLC	04/17/2008	120.00
23953	US POSTA	US Postal Service	04/22/2008	1,374.42
23955	SOM-TRE	State Of Mich- Dept Of Treasur	04/30/2008	2,832.10
23956	Administ	Total Administrative Services	05/01/2008	100.00
23959	GENOA FI	Genoa Twp Fire Dev. #262	04/29/2008	270,000.00
23960	GENOA FI	Genoa Twp Fire Dev. #262	04/29/2008	55,000.00
23961	Administ	Total Administrative Services	05/02/2008	357.67
23962	Equitabl	Equivest Unit Annuity Lock Box	05/02/2008	620.00
23963	RUTHIG A	Amy Ruthig	05/02/2008	65.06
23964	ARCHINAL	Michael Archinal	05/05/2008	500.00
23965	AT&TLONGAT	AT&T Long Distance	05/05/2008	83.38
23966	BUS IMAG	Business Imaging Group	05/05/2008	37.12
23967	COMCAST	COMCAST	05/05/2008	94.03
23968	CONTINEN	Continental Linen Service	05/05/2008	65.23
23969	COXKRIS	Kristi Cox	05/05/2008	150.00
23970	DTE LAKE	DTE Energy	05/05/2008	172.72
23971	ETNA SUP	Etna Supply Company	05/05/2008	16,960.00
23972	HEIKKINE	Heikkinen Law Firm	05/05/2008	2,212.50
23973	MASTER M	Master Media Supply	05/05/2008	325.38
23974	Net serv	Network Services Group, L.L.C.	05/05/2008	45.00
23975	River To	River Town Enterprises, LLC	05/05/2008	150.00
23976	SHELL	Shell	05/05/2008	48.10
23977	Unum	Unum Provident	05/05/2008	1,022.65
23978	VERIZONW	Verizon Wireless	05/05/2008	412.21
23979	WALMART	Walmart Community	05/05/2008	24.19
23980	WIRELESS	Wireless Zone	05/05/2008	189.89

Report Total: 352,961.65

**First National
Direct Deposit
May 1, 2008
Monthly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$7,783.51	
Adam Van Tassel		\$508.55
Gary McCririe		\$1,741.67
H.J. Mortensen		\$498.69
Jean Ledford		\$465.14
Paulette Skolarus		\$2,880.54
Steve Wildman		\$316.80
Todd Smith		\$1,372.12
Total Deposit		<u><u>\$7,783.51</u></u>

Accounts Payable
Computer Check Register



User: SUE

Printed: 04/23/2008 - 15:33

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
23956	Administ	Total Administrative Services	05/01/2008		100.00
			Check 23956 Total:		100.00
9505	AETNA LI	Aetna Life Insurance & Annuity	05/01/2008		250.00
			Check 9505 Total:		250.00
9506	EFT-FED	EFT- Federal Payroll Tax	05/01/2008		2,137.24 901.03 901.03 210.72 210.72
			Check 9506 Total:		4,360.74
9507	EFT-PENS	EFT- Payroll Pens Ln Pyts	05/01/2008		295.11
			Check 9507 Total:		295.11
9508 23957	Equitabl	Equinvest Unit Annuity Lock Box	05/01/2008		20.00
			Check 9508 Total:		20.00
9509	FIRST NA	First National Bank	05/01/2008		7,733.51 50.00

Check 9509 Total: 7,783.51

9510
23958

USTREASU United States Treasury

05/01/2008

05012008 388.28

Check 9510 Total: 388.28

Report Total:

13,197.64
4 checks + 1972.37
\$ 15,170.01

Township of Genoa
User: SUE

Payroll
Computer Check Register

Printed: 04/23/08 15:12
Batch: 601-05-2008

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>	<u>Amount</u>
11854	05/01/2008	KirshJohn John Kirsch	443.17
11855	05/01/2008	LupiRobert Robert Lupi	692.10
11856	05/01/2008	MatkinRona Ronald Matkin	677.06
11857	05/01/2008	PetratPat Patricia Petrat	160.04
Total Number of Employees: 4			Total for Payroll Check Run: 1,972.37

**First National
Direct Deposit
MAY 02, 2008
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,003.67
Amy Ruthig		\$998.88
Angela Williams		\$361.13
Barb Kries		\$961.57
Carol Hanus		\$1,176.68
Cinthia Howard		\$375.13
Dave Estrada		\$999.81
Deborah Rojewski		\$2,170.87
Genoa Township	\$22,203.26	
Greg Tatara		\$2,199.48
Judith Smith		\$1,121.24
Karen J. Saari		\$902.85
Kelly VanMarter		\$2,008.83
Laura Mrocza		\$1,219.09
Mary Krencicki		\$714.64
Michael Archinal		\$2,386.41
Renee Gray		\$900.85
Robin Hunt		\$1,223.69
Susan Sitner		\$558.87
Tammy Lindberg		\$919.57
Total Deposit		\$22,203.26

EFT #: _____
INTERNET: _____
CHECK BOOK: _____

Accounts Payable
Computer Check Register



User: sue

Printed: 04/29/2008 - 11:28

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
23961	Administ	Total Administrative Services	05/02/2008		357.67
			Check 23961 Total:		357.67
9513	AETNA LI	Aetna Life Insurance & Annuity	05/02/2008		25.00
			Check 9513 Total:		25.00
9514	EFT-FED	EFT- Federal Payroll Tax	05/02/2008		3,549.83 1,896.61 1,896.61 443.57 443.57
			Check 9514 Total:		8,230.19
9515	EFT-PENS	EFT- Payroll Pens Ln Pyts	05/02/2008		620.08
			Check 9515 Total:		620.08
23962	Equitabl	Equivest Unit Annuity Lock Box	05/02/2008		620.00
			Check 23962 Total:		620.00
9516	FIRST NA	First National Bank	05/02/2008		275.00 2,125.00 19,803.26

Check 9516 Total:

22,203.26

Report Total:

32,056.20

9:19 AM
05/01/08

#592 OAK POINTE WATER/SEWER FUND

Payment Of Bills

April 17 through May 1, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
05/01/2008	1003	SEVERN TRENT ENVIRONMENTAL SERVICES, INC	INV#2035877 & #2035875	-27,071.59
05/01/2008	1004	CONSUMERS ENERGY	03/24/08-4/22/08	-1,188.40
05/01/2008	1005	AT & T	04/13 to 5/12/2008	-50.86
05/01/2008	1006	CRAMPTON ELECTRIC CO., INC.	INV#106088	-398.92
05/01/2008	1007	DUBOIS COOPER ASSOCIATES INCORPORATED	Inv#99106	-105.00
05/01/2008	1008	BRIGHTON ANALYTICAL LLC	lab costs	-651.50
05/01/2008	1009	K & J Electric, INC	OakPointe WWTP Inv#4469	-692.00
05/01/2008	1010	ALEXANDER CHEMICAL CORPORATION	Sodium Hydrochlorite/Potassium	-3,221.00
TOTAL				-33,379.27
Oak Pointe				\$33,379.27
Oak Pointe Capital				\$0.00
Lake Edgewood				\$8,298.74
Pine Creek				\$0.00
DPW-Utilities				\$3,521.31
DPW-Reserve				\$0.00
GRAND TOTAL				\$45,199.32

9:20 AM
05/01/08

#592 OAK POINTE-CAPITAL WATER/SEWER FUND

Payment Of Bills

April 17 through May 1, 2008

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Split</u>	<u>Amount</u>
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No Checks

9:12 AM
05/01/08

#593 LAKE EDGEWOOD W/S FUND

Payment Of Bills

April 17 through May 1, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
04/16/2008	1292	AT&T	4/7/ THRU 5/6/08	-219.47
05/01/2008	1293	AT&T	04/13-5/12/2008	-39.22
05/01/2008	1294	SEVERN TRENT ENVIRONMENTAL SERVICES, INC	2035876 Project#2571	-7,196.25
05/01/2008	1295	PVS NOLWOOD CHEMICALS, INC	Aluminum Sulfrate INV#256559	-776.80
05/01/2008	1296	Brighton Analytical L.L.C.	lab costs INV#0408-57508	-67.00
TOTAL				-8,298.74

9:23 AM
05/01/08

#503 DPW UTILITY FUND
Payment Of Bills
April 17 through May 1, 2008

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Split</u>	<u>Amount</u>
Check	04/22/2008	1014	McDonald Modular Solutions	Inv#RI111653	660 · TRAILER RENTAL	-375.00
Check	05/01/2008	1015	D&G Equipment, Inc.	612594 & 06 6050901	-SPLIT-	-84.25
Check	05/01/2008	1016	Carol Hanus	Misc. Utility Expenses	-SPLIT-	-133.98
Check	05/01/2008	1017	Master Media	Inv#55344	617 · OFFICE EXPENSES	-1.99
Check	05/01/2008	1018	Shell Fleet Plus	Inv#065332306804	658 · TRUCK EXPENSES/AUTO REIMB	-600.99
Check	05/01/2008	1019	Springbrook	Inv#0009413	609 · COMPUTER/SW EXPENSES	-675.00
Check	05/01/2008	1020	Greg Tarara	Inv#0000003	658 · TRUCK EXPENSES/AUTO REIMB	-28.56
Check	05/01/2008	1021	Verizon	Inv#7227& 7870	-SPLIT-	-59.90
Check	05/01/2008	1022	Wal-Mart Community	Inv#005836	617 · OFFICE EXPENSES	-13.74
Check	05/01/2008	1023	SENSUS METERING SYSTEMS	ZA90000642	609 · COMPUTER/SW EXPENSES	-1,320.00
Check	05/01/2008	1024	SWANN'S CLOTHING STORE	INV#1093	675 · UNIFORMS & PROTECT. CLOTHING	-90.53
Check	05/01/2008	1025	ZEP SALES & SERVICE	43766569	-SPLIT-	-137.37
TOTAL						-3,521.31

9:25 AM
05/01/08

#503 DPW UTILITY RESERVE FUND
Payment Of Bills
April 17 through May 1, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Split</u>	<u>Amount</u>
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No Checks

9:22 AM
05/01/08

#595 PINE CREEK W/S FUND
Payment Of Bills
April 17 through May 1, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Split</u>	<u>Amount</u>
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No Checks

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting

April 21st, 2008

6:30 p.m.

MINUTES

Supervisor McCririe called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m. The Pledge of Allegiance was then said. The following persons were present constituting a quorum for the transaction of business: Gary McCririe, Paulette Skolarus, Robin Hunt, Todd Smith, Jean Ledford, Steve Wildman and Jim Mortensen. Also present were Township Manager Michael Archinal and no persons in the audience.

A Call to the Public was made with no response.

Approval of Consent Agenda:

Moved by Mortensen, supported by Smith, to approve all items listed under the Consent Agenda as presented. The motion carried unanimously.

1. Payment of Bills

2. Approval of Minutes: 4-7-08

3. Request for approval of Livingston Wireless Internet Interlocal agreement with Livingston County subject to review by the Township Attorney.

Approval of Regular Agenda:

No formal action was asked of the board under the Regular Agenda.

Wildman advised the board that he had historic pictures of the marina at Outdoor Resorts. That information will be provided to McCririe.

Hunt asked the board to reconsider their policy concerning mandatory two meetings a month, considering the cost where there are no petitions or requests asked of the board. It was the consensus of the board to consider the request at a later meeting.

The regular meeting of the board was adjourned at 6:40 p.m.

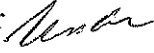


Paulette A. Skolarus
Genoa Township Clerk

(Press/argus 04/25/2008)

MEMORANDUM

TO: Township Board

FROM: Mike Archinal, Township Manager 

DATE: 5/1/08

RE: Township Engineer Employment Agreement

Attached you will find an employment agreement for a Township Engineer. Also attached is an analysis from Greg Tatara which discusses the cost savings and improved customer service that will be realized by this addition. Tesha has consulted for Genoa Charter Township since 1999. She has been our primary contact since March of 2004. She is almost 100% billable to Genoa or Genoa related systems. By removing the profit and overhead inherent with a consultant/client relationship we will save a significant amount of money. We will continue utilizing TetraTech for large design, survey and other work which involves a broader scope of disciplines.

Tesha has the talent and attitude that will make her a valuable addition to our team. Her primary focus will be water and sewer utilities. She also has the capability to complete site plan reviews and assist with capital improvements such as sidewalks, development oversight and inspection, roads and parks. We have enjoyed a positive working relationship with Tesha for several years. We are in the enviable position of bringing a known quantity into the organization.

Please consider the following action:

**Moved by _____, supported by _____, to approve
an employment agreement with Tesha Humphriss for the position of
Township Engineer.**

**GENOA TOWNSHIP
ENGINEER'S EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made by and between, GENOA CHARTER TOWNSHIP, with offices at 2911 Dorr Road, Brighton, Michigan 48116, hereinafter referred to as "Employer" and Tesha Humphriss, of 562 Rosemont Avenue, Saline, Michigan 48176, hereinafter referred to as "Engineer".

WITNESSETH:

- 1) Employer hereby employs Engineer and Engineer hereby accepts employment subject to the terms of this Agreement as hereinafter set forth.
- 2) The term of this Agreement is one (1) year and seven (7) months commencing June 2, 2008 and terminating December 31, 2009, unless sooner terminated by either party.
- 3) The contract may be terminated without cause by the Township upon giving thirty (30) day notice to the Engineer. Likewise, the Engineer may terminate the contract on thirty (30) days notice to the Township.
- 4) The duties of the Engineer shall include such work as may be required by Employer together with the described duties as recited in the addendum attached hereto. The Engineer shall work 40 hours per week and, in addition, shall regularly attend Township Planning Commission meetings. The Engineer shall also attend Township Board meetings, Marion, Howell, Oceola & Genoa Water Authority, and Genoa-Oceola Sewer Authority meetings as directed by the Township Supervisor or Manager.
- 5) Engineer shall devote her entire time and attention and her best energies and abilities to the performance of such duties as may be assigned to her by Employer, and shall serve Employer faithfully and diligently and use her utmost endeavors to promote the interests of Employer.
- 6) Employer agrees to pay Engineer and Engineer agrees to accept as compensation, the gross sum of \$73,500 per year prorated on a monthly basis for a term of 19 months. The sums shall be paid to Engineer in equal biweekly payments during the term of the contract.
- 7) Employer agrees to pay Engineer for incidental expenses incurred in relation to activities approved by the Township.
- 8) Engineer shall have all other benefits as described in the Genoa Township Personnel and Policy Manual as may be modified from time to time by the Employer except that the Engineer shall receive three weeks of paid vacation.

- 9) Employer agrees to pay Engineer a car allowance of \$6,000 per year paid in 12 monthly installments.
- 10) Employer agrees that it will periodically contribute to a qualified Deferred Compensation Retirement Plan ten (10%) percent of the employee's salary during each year on the contract term.
- 11) The Township agrees that both the Township and Engineer shall have full access to all records of the Township as they pertain to the management of utilities and site development. It is further understood that all work done by the Engineer shall be considered as the property of the Township.
- 12) The Township agrees that it shall provide to the Engineer a suitable office, located at the Township Hall, for the meeting of the public and for the performance of the Engineers duties.
- 13) The effective date of this agreement is June 2, 2008.
- 14) The Agreement shall be binding upon and inure to the benefit of the Township Engineer and her heirs and assigns and personal representatives and the Charter Township of Genoa.

IN WITNESS WHEREOF, the Township, the Township Engineer, through its Supervisor and Clerk, have executed this Agreement after grant of authority to do so by the Genoa Charter Township Board on May 5, 2008 and Tesha Humphriss, Engineer, has set her hand and seal, on the date indicated.

ENGINEER – EMPLOYEE

GENOA CHARTER TOWNSHIP - EMPLOYER

 Tesha L. Humphriss
 Dated: May 5, 2008

By: _____
 Gary T. McCririe
 Its Supervisor
 Dated: May 5, 2008

By: _____
 Paulette A. Skolarus
 Its Clerk
 Dated: May 5, 2008

ADDENDUM

Township Engineer Duties and Responsibilities

1. Development of a collection system operation and maintenance manual for the Lake Edgewood, Oak Pointe, and Genoa Ocoola sanitary sewer systems.
2. Monitor the existing infrastructure, including the collection system pump stations, to determine discrepancies from the design criteria.
3. Develop and make recommendations for preventative maintenance items.
4. Assist the Utility Director with miscellaneous operations projects.
5. Develop and make recommendations for infrastructure improvement projects.
6. Categorize and prioritize operational improvements.
7. Assist the Township Manager in updating, monitoring, and implementing the capital improvement plan (CIP).
8. Preparation of conceptual opinions of probable construction cost for road, sidewalk, and utility projects.
9. Develop procedures for in-house review and collection of escrow fees for site plan and construction plan review.
10. Review of site plans for engineering issues.
11. Review of construction plans for publicly owned water main and sanitary sewer.
12. Assist petitioners with preparation of Part 451 and Part 399 construction permits for municipal owned water main and sanitary sewer.
13. Submit construction plans to the Michigan Department of Environmental Quality for the necessary permits for construction of publicly owned water main and sanitary sewer.
14. Attend Township Planning Commission meetings where engineering issues will be discussed.
15. Regularly attend Marion, Howell, Ocoola and Genoa Water Authority meetings.
16. Regularly attend Genoa Ocoola Sewer Authority meetings.
17. Attend Township Board meetings at the request of the Township Manager or Supervisor.
18. Develop new and more effective programs and procedures for all areas within the engineering and utility departments.
19. Assist with coordination with the engineering consulting firm.
20. Construction project oversight.
21. Work with Utility Director on management of operations staff.
22. Provide in-house direction of infrastructure improvement projects recommended by the engineering consulting firm.
23. Work with residents on complaints with engineering issues, including storm water, utilities, paving, grading, and sidewalks.
24. Improve the Township storm water engineering standards. Update the standards to include a section on underground detention.
25. Continually monitor and recommend updates to the Township Engineering Standards.

Memorandum

TO: Gary McCririe
Mike Archinal

FROM: Greg Tatara

DATE: April 19, 2008

SUBJECT: Evaluation of In-House Engineering Services

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Recently I have spent a significant amount of time evaluating the way in which Genoa Township and the various utilities utilize our outside engineering services. With significantly decreased development, our engineering services have switched from large and complex design projects to smaller improvement and maintenance projects. The majority of the engineering projects that have been completed in the last year have been smaller scale improvements and repairs on existing utilities or improved recreational and infrastructure projects for our current residents. With this change in engineering needs, and a potential opportunity for Genoa Charter Township (Genoa), I have performed an evaluation of adding a Township Engineer to our staff.

Opportunity:

First, Genoa has an opportunity as our current engineer, Tesha Humphriss, has expressed an interest in, and inquired about the possibility of, working directly for Genoa and the various sewer and water utilities. Tesha has shown not only a dedication to our Township and the customers of our sewer and water utilities but she also has a strong technical background and efficient communication skills. Additionally, she has a knowledge of our township and systems which has proven highly valuable in the various projects in which she has played a lead role.

Financial Analysis:

Secondly, I completed a financial analysis of the hiring an in house engineer. I have concluded that it makes economic sense, ultimately saving our customers and residents money in the current difficult economic times. Certainly, an in house engineer will not remove the need to have an engineering consultant as technologically intensive activities, such as GIS Mapping, SCADA Development, Surveying, and Autocad® Design, will require outside services. However, the shift in the type of engineering projects in the last year has resulted in a change in the use of our engineering consultant. In the past year we have utilized Tesha on all the engineering projects, and less of other staff at Tetra Tech. Therefore, I have reviewed Tesha's billable hours in the timeframe of January 2, 2008 through April 11, 2008. During this time, Tesha has billed 432 hours, which at the current rate of \$120 / hour, has resulted in expenditures of \$51,840 over this 15 week period. Over a year, this would equate to an expenditure of \$180,000 for Tesha's time. I estimate an annual cost for an in-house engineer with salary and benefits would be

\$110,000 per year (based on \$53.23 / hour), resulting in potential savings of \$70,000 per year.

It should be noted that some of Tesha's time that is invoiced to us is related to project management (budget tracking, coordinating other services such as survey, GIS, etc.). It is assumed that these hours would still be invoiced to us from the engineering consultant. I estimate 10% of Tesha's time was related to project management. Ten percent of \$180,000 equals \$18,000.

Additionally, it is estimated that approximately \$30,000 could be saved in performing site plan and construction plan reviews in house.

In summary, I estimate the hiring of an in house engineer would save Genoa and the various sewer and water districts approximately **\$82,000** per year, as summarized in the table below:

Cost of in house Engineer	+\$110,000
Current Estimated Annual Invoiced Amount for Tesha's Time	-\$180,000
Deduction for PM Activities (To continue to be performed by Tetra Tech)	+\$18,000
In house Revenue Retained for Development Reviews	-\$30,000
ESTIMATED SAVINGS	\$82,000

A breakdown of these estimated savings by the various utilities and Township site development projects is provided in the attached excel spreadsheet. As is currently the practice with the Utility Director, nearly 100% of Tesha's time would be billable to the various sewer and water districts, developer escrow accounts, or specific line item township projects that would have had engineering expenses charged against them.

In addition, as noted above, Tesha only worked on Township projects for 72% of her time. In-house she would work on Genoa projects 100% of the time. The financial benefit to the Township is a savings of \$82,000 per year with an increased level of service.

Improved Service:

Finally, not only does an in house engineer result in savings to residents and customers and allow an engineer to spend 100% of her time on Genoa projects, but it also provides the ability to better serve the public and various Boards of the Township. Since I have started, we have been able to provide improved service to our residents and customers without seeing an increase in rates or any expense to the general fund. In addition, we have extended the life of the infrastructure the Township has invested in. I strongly believe that by hiring an in house engineer, this trend would greatly improve. Below, I have provided some examples of where improved service would be provided:

- **Improved Service to Residents:** Many times we are faced with random drainage and/or private road complaints. In many cases, cash poor associations do not have the financial resources or technical expertise to handle these problems. These problems are difficult to pay for, and with an in house engineer we can provide better advice and solutions to these residents at a minimum of cost. This could be extended to private roads and sidewalks as well.

- **Increased Management of Development:** In the current economic state it makes sense to re-evaluate the current development standards and prepare for the next increase in site development. With the slow rate of development, we could better protect our future residents. Currently, with site development activities, the Township utilizes the engineer for review of site plans only. Construction phase services are reviewed only if the Township will own the proposed water main or sanitary sewer. None of the private road or private storm sewer systems are currently inspected. An in-house engineer could help develop site development inspection criteria.

- **Accessibility of Township Staff to Residents:** I am frequently called to the field, and am not always available to immediately answer customer or resident questions. An additional technical expert on staff would improve our customer service and responsiveness.

- **Improved System Operation and Maintenance:** Over the past two years, we have greatly improved system operation and maintenance and focused these efforts on MDEQ compliance and high liability items. We have done so with the help of Tesha. By bringing her on staff we could further improve the operation and maintenance of our infrastructure. Tesha has plans to develop:
 1. A collection system O&M Manual, which would include equipment specifications, pump curves, and flow rates for each pump and booster station,
 2. Categorize and Prioritize operational items and improvement items. Although numerous improvements have been implemented we are sometimes operating in a reactionary mode. It would benefit the system to plan and prioritize future improvements.
 3. Provide assistance, at a greatly reduced cost, to the MHOG Water Authority by evaluating the cost of certain improvement items that are discussed at the Board meetings.
 4. Improve preventative maintenance by performing pump station flow and capacity checks, and
 5. Offer our operators further in-house expertise by improved communication with the engineer.

- **Improved Infrastructure Improvement Projects:** Currently our engineering consultant assists with the projects that are discussed at the monthly meetings and during other meetings with municipal staff. An in-house engineer could take the time to study different areas of the systems (see above items under improved system O&M) and help direct infrastructure improvement projects. In addition,

many of the preliminary design calculations and opinions of probable construction cost could be done in house. This would reduce the amount of money we pay our outside engineering consultant.

- **In-House Direction on Infrastructure Projects:** The Township and Authorities could benefit from an in house peer review of outside engineer plans and specifications. Frequently, we have had to assess if the engineering recommendations we receive are reliable and in the best interest of the municipality. An in house professional would provide an unbiased opinion, dedicated to providing overall system improvement to the Township and/or the applicable Sewer and Water Authority. This is especially important in MHOG where four townships perform infrastructure improvements which become the long term responsibility of the authority.
- **Improved Compliance:** With the size of our systems (>20,000 residents combined by all systems served by sewer and water), we must achieve compliance with items such as sodium and chloride, industrial audits, sewer cleaning inspections, and grease trap maintenance. Too often, new compliance items, repairs, improvements, permits, etc... distract from my ability to keep up on enforcing these necessary and continuing compliance issues. Having an additional technical expert on staff would allow for further improvement in this area. Also, this is an area where additional expertise and assistance is difficult to financially quantify. The ability to alleviate one sewer back-up, consent judgment, or enforcement action can easily save a system over \$100,000 in a single year, more than covering the cost of an in-house engineer.
- **Intangible Benefits:** As with the previous bulleted items, there are benefits that would come with this position that would have indirect financial benefits. These include:
 1. Assistance in personnel management of operations staff. Recently, Tesha helped me develop correspondence to Severn Trent that may aid in retaining some of our valuable operation staff.
 2. Improved responsiveness to emergency situations. Over the past two years, there have been several times where engineering assistance was not available due to the consultants responsibilities to other clients, which has resulted in an increased workload to the director and operations staff.
 3. Providing operators and residents with back-up during vacations and personnel time. There have been many instances where I have had to respond to emergencies during vacation, holidays, etc..., whereas having an additional in-house expert would reduce the frequency of these occurrences.
 4. Improved technology and information management for Genoa Township and the various sewer and water utilities. The experienced gained from working for an engineering firm which must effectively manage large amounts of information would assist Genoa in plan and compliance organization.

Thank you for considering this request for the addition of an in-house engineer. We have a unique opportunity to save money and to improve service at the same time. I hope you agree that both the financial and service improvements that could come from adding an in-house engineer far out way any risk. I would be more than happy to discuss this with you further or provide supporting financial information.

Sincerely,
Greg Tatara
Utility Director,
Genoa Charter Township

Estimated Annual Engineering Savings by System

System	Hours (Jan - Apr)	% of Time Per System	Savings per system (Based on \$82,000/year)
MHOG	101	23%	\$19,171
GO	70	16%	\$13,287
LE	6	1%	\$1,139
OP	80	19%	\$15,185
Site Development	111.5	26%	\$21,164
Site Plans	37.5	9%	\$7,118
MHOG Developer	26	6%	\$4,935
Totals	432	100%	\$82,000

TESHA L. HUMPHRISS, P.E.

Ms. Humphriss is a project engineer responsible for the design and installation of water mains, sanitary sewer systems, pump stations, storm sewer systems, and detention ponds. Project responsibilities for Ms. Humphriss include monitoring the schedule and project costs, completing design plans and calculations, obtaining construction permits, providing construction phase assistance, and communication with the client. Other experience includes remediation system design, site investigations, and preparation of Work Plans and Closure Reports for regulatory approval.

EXPERIENCE

Municipal Engineer

Ms. Humphriss assists local municipalities with their engineering needs. Typical municipal engineering services provided by Ms. Humphriss include:

- Serves as lead engineer for Genoa Township and Tyrone Township.
- Provides operations assistance for the municipal wastewater collection system, water distribution system, wastewater treatment plants, and water treatment plants.
- Completes feasibility studies.
- Prepares opinion of probable construction cost.
- Assists with expansion of sanitary sewer and water districts.
- Assists with groundwater and surface water discharge permits for wastewater treatment plants.
- Assists municipalities with budgeting, establishment, and management of special assessment districts.
- Works with local Road Commission and Drain Commission agencies.
- Assists with site plan development.
- Attends Planning Commission meetings to discuss site plan issues.
- Development and upkeep of Township Engineering standards.
- Site plan and construction plan review.

Wastewater Collection & Water Distribution

Northeast Sanitary Sewer Expansion, Tyrone Township, MI. Ms. Humphriss was the project manager during the design and construction phases of a sanitary sewer improvement project that consisted of 3,400 linear feet of gravity sanitary sewer, a submersible pumping station, and force main. Her responsibilities included completing hydraulic calculations including an evaluation of the existing force main, preparing construction plans, quality

Title:

Project Engineer

Education:

B.S.C.E. (Environmental Option), Michigan State University, 1999

Registrations/ Certifications:

Professional Engineer,
Michigan, 2004, No. 51103
40-Hour HAZWOPER, 2001

Office:

Brighton, Michigan

Years of Experience:

9

checks, obtaining the necessary construction permits, assistance with easements, preparing contract specifications, bidding assistance, monitoring the process of work, communication with client, and maintaining project schedule and budget.

Hidden Ponds Sanitary Sewer Expansion, Livingston County, MI. Ms. Humphriss assisted the county and local municipality to connect a subdivision with a failing community septic system to the municipal wastewater system. Ms. Humphriss completed a feasibility study to determine if the existing grinder system could operate properly with a change in the outlet location by approximately 1-mile. A design build contract was implemented to move the project forward at a quicker pace and reduce the amount of administration time from the Township. Ms. Humphriss served as the project manager and successfully implemented the design build contract. Key responsibilities completed by Ms. Humphriss include completing the hydraulic analysis to size the low pressure force, preparing design plans, obtaining permits, soliciting quotes from contractors, and administering the construction of the project. The project was finished on time and on budget.

Tyrone Township Transmission Main, Tyrone Township, MI. Ms. Humphriss worked as the project engineer during the construction phase of 46,000 linear feet of force main, 8,000 linear feet of low-pressure sewer, two submersible pumping stations, and 2,000 linear feet of gravity sewer. Ms. Humphriss successfully communicated with 4 governmental agencies during implementation of this intergovernmental sewer project.

Whitmore Lake High School Sanitary Sewer Expansion, Northfield Township, MI. Project manager responsible for the design of a sanitary sewer collection system. Project included a submersible pumping station and 5,000 linear feet of 6-inch force main.

Dorr Road Sanitary Sewer and Water Improvements, Genoa Township, MI. Project engineer responsible for the design of sanitary sewer and water improvements including 4,000 linear feet of gravity sewer, 1,500 linear feet of 6-inch force main, a suction lift pump station, and 5,000 linear feet of water main. Prepared specifications and bidding documents, obtained necessary permits, evaluated project costs, performed hydraulic analysis, and managed project.

Howell Middle Schools Sanitary Sewer Extension, Genoa Township, MI. Project engineer responsible for the design of a sanitary sewer system including 6,000 linear feet of 4-inch force main and a submersible pump station. During the conceptual phases of the project it was determined that the existing downstream sanitary sewer system did not have enough capacity for the peak flow from the school site. Ms. Humphriss successfully completed a hydraulic analysis of multiple scenarios and developed a design to serve the school district.

Hartland Water Distribution System, Hartland Township, MI. Project engineer involved with design of water main system consisting of 50,000 linear feet of 8, 12, and 16-inch water main with associated hydrants and valves and a 500,000-gallon waterspheroid elevated storage tank including associated site work.

Lake Edgewood Sewer and Water Improvements, Genoa Township, MI. Project engineer involved with the design of sanitary sewer and water improvements including 8,600 linear feet of 8 and 12-inch gravity sanitary sewer, 13,700 linear feet of 12-inch water main including valves and hydrants, 5,900 linear feet of 2 and 4-inch force main, and installation of 44 grinder pumps.

Environmental Remediation

Food Processing Company, Northern, OH. Project engineer responsible for preparing, receiving approval from the Ohio Environmental Protection Agency, obtaining an air permit, and implementing a RCRA Closure Plan to treat a VOC plume utilizing medium-temperature thermal desorption technology. During excavation activities a second source area containing demolition debris and additional SVOC impact was identified. This additional source material was delineated, excavated and properly disposed off-site. Ms. Humphriss prepared a RCRA certification report, which included a risk assessment and used statistics, to successfully negotiate an unrestricted use closure with the Ohio EPA.

Lake Edgewood and Oak Pointe Wastewater Treatment Plants, Genoa Township, MI. Ms. Humphriss has assisted municipal clients with maintaining regulatory compliance with the requirements of the Michigan Department of Environmental Quality (MDEQ) Part 201 criteria. Genoa Township entered into a consent agreement with the MDEQ following the identification of elevated levels of sodium and chloride in the local groundwater due to the wastewater treatment plant groundwater discharge. Tasks completed include remedial investigation, groundwater sampling, data analysis, collection system sampling, development and implementation of source control plan, maintaining compliance with Consent Order requirements, and preparation and implementation of Remedial Action Plans.

Michigan DEQ: Oscoda, MI, Project engineer responsible for developing preliminary full-scale design and construction costs. The process included using surfactant-enhanced aquifer remediation technology, for the remediation of tetrachloroethene (PCE) in the form of DNAPL.

Visteon Corporation, Connersville, IN. Prepared a Feasibility Study to evaluate remedial alternatives for a TCE groundwater plume. Received approval from the Indiana Department of Environmental Management for implementation of bioaugmentation at this site. Prepared a work plan to conduct a pilot test of bioaugmentation.

Brazeway, Inc., Oxford, MI. Project manager responsible for decommissioning a groundwater pump and treat system. Abandonment of 22 groundwater monitoring wells and 12 soil vapor extraction wells, termination of existing NPDES permit, characterization and disposal of spent carbon, and disassembling of system in accordance with MDEQ regulations. Successfully managed the budget, completing out-of-scope services under the initial authorization.

Livingston County Landfill, Howell, MI. Project engineer responsible for the design of a landfill gas recovery system; including recovery wells, blower, and associated piping and gauges.

Industrial Client, Milan, MI. Completed MDEQ Part 213 LUST Closure Report for a site with a reported petroleum release. Tasks include data analysis and report preparation. Completion of reporting requirements to meet MDEQ Due Care requirements.

Roads

Lake Chemung Paving, Genoa Township, MI. This project consisted of performing grading of the existing road surface and installing pavement for 5 local lake front streets in Genoa Township. Ms. Humphriss lead this design build project and performed tasks including preparing of construction plans, obtaining the appropriate permits, and administering the construction of the project. The project was completed on time and under budget.

Field Experience

Spencer Elementary School, Brighton, MI. Resident Project Representative responsible for monitoring and documenting the construction of parking lot improvements to the Spencer Elementary School and Senior Center. Ms. Humphriss' responsibilities included communication between the contractor and patrons of the senior center, monitoring and documenting the construction, checking construction quantities, reviewing pay applications, and review of compaction and density tests.


Food Processing Company, Northern, OH. Resident Project Representative responsible for monitoring and documenting the excavation of over 11,000 tons of soil in accordance with a RCRA closure plan. Responsible for determining fate of excavated soil based on field observations and investigative borings. Monitored and documented soil remediation by thermal desorption and off-site disposal.

Landings at Rolling Ridge, Genoa Township, MI. Resident Project Representative responsible for monitoring and documenting the construction of gravity sanitary sewer, force main sanitary sewer, and water main.

Plymouth Landings, Williamston, MI. Resident Project Representative responsible for monitoring and documenting the construction of gravity sanitary sewer and water main.

MEMORANDUM

TO: Township Board

FROM: Mike Archinal, Township Manager 

DATE: 5/1/08

RE: Westphal/Pardee/Beattie Contract Award
LCRC Road Improvement Project Agreement

This year's budget includes a crushed limestone improvement for Pardee, Westphal and Beattie Roads. I have attached the cover memo from your previous capital budget approval. The budget for shaping and limestone installation was \$266,000. Attached you will find an agreement between Genoa Charter Township and Fonson Construction in the amount of \$266,000. Please consider the following action:

Moved by _____, supported by _____, to approve an agreement with Fonson Construction for limestone installation on Westphal, Pardee and Beattie roads in the amount of \$266,000 subject to review by the Township Attorney.

The budget also included \$24,000 for drainage improvements. The major portion of this amount has already been allocated for tree removal in the right-of-way. We have been working closely with the LCRC on right-of-way clearing. Attached photos show progress that has already been made. Road Commission crews will perform stump removal, the installation of four cross culverts and ditching in preparation for the limestone installation. The agreement before you this evening is for \$8,000 for this scope of work. Please consider the following action:

Moved by _____, supported by _____, to approve an agreement with the Livingston County Road Commission in the amount of \$8,000 for 6,000 feet of limited drainage work on Beattie and Pardee Roads.


MEMORANDUM

TO: Township Board
FROM: Michael Archinal
DATE: 3/14/08
RE: FY 2008/2009 Roads

The Township has typically spent between \$250,000 and \$300,000 per year on road improvements. Last year we were attempting to pave Challis/Conrad however, because of Road Commission, right-of-way and property owner issues this project is not likely to move forward in the short term. This disappointment, in effect, delayed our road improvement program by one year.

In addition to Challis/Conrad, last year's budget included substantial funds for the purchase of land for a park. Since neither of these projects came to fruition our fund balance is in an improved position. The FY 2008/2009 budget proposes a "catch-up" to make up for last year with a \$605,000 General Fund transfer for road improvements.

PARDEE/WESTPHAL/BEATTIE

 The largest expenditure is for a crushed limestone installation on Pardee, Westphal and Beattie roads. These roads represent 2.5 miles of contiguous improvement which will make grading operations easier for the Road Commission. Having consistent material on adjacent roads is therefore beneficial. These roads are also of a type that will not have to be paved for a very long time. Crushed limestone creates a very durable driving surface. It does not however make a very good base for paving. We have a quote from Fonson Construction for \$266,000. Based on conversations with the LCRC I am recommending adding \$24,000 to this amount to provide for additional material and drainage improvements.

BRIGHTON ROAD

Brighton Road west of Chilson was paved approximately 15 years ago and has failed, especially in the area immediately west of the railroad tracks. This is a project very similar to Crooked Lake Road in which the Township paid for the existing paved surface to be crushed, reshaped and paved. We have received numerous complaints from our residents on this stretch of asphalt as it serves a large portion of our southwestern subdivisions. The Engineer's opinion of probable cost is \$140,000.

SUBDIVISION CRACKSEALING

A new wrinkle to this year's program is subdivision crack sealing. You may recall that several months ago you commissioned a study to rate our subdivision roads. The study rated our roads from 10 to 1 with 10 being the best. The results of this study follow this report. Through private development and Special Assessment Districts we have a large number of roads that are fairly new and in fairly good shape. These roads represent a

huge investment and a huge future expense if they are not properly maintained. Roads with ratings of 7 or higher can receive benefit from hot rubber overbanding a.k.a. crack sealing. Lower rated pavement sections require sealcoating or resurfacing and are much more expensive. This program recommends treatment to those pavements that can have their useful life extended through relatively inexpensive cracksealing. In addition to responsible infrastructure management this treatment allows for a large number of subdivisions to receive improvement. \$127,000 of cracksealing is proposed for the attached roads. I recommend that we continue an aggressive cracksealing program in the future.

PARDEE LAKE ROAD DRAINAGE

A private 4" drain tile that used to convey water off of Coon Lake Road near Pardee Lake Road was damaged or removed last year. It is unclear who the responsible party is. Properties in the area and Coon Lake Road are receiving significant flooding. Typically the Road Commission the Drain Commission and the Township would work together to form a drainage district to address the problem. The Township portion of such a district is usually 25%. The Road Commission plans to directionally drill a new pipe to drain this area. The estimated cost is \$36,000. Because of the soft costs associated with establishing a district this type of low cost project is not a good candidate for a district. The budget includes an \$18,000 contribution for this improvement.

WHITEHORSE DRIVE

Whitehorse Drive has proved to be my magnum opus. Among the laundry list of things the LCRC has required prior to accepting this road is improvement to the existing paved portion adjacent to Gold's Gym. We are actually getting closer to finalizing LCRC acceptance. This budget includes \$28,000 for this improvement.

CONCLUSION

All in all this year represents an aggressive schedule that will provide direct and tangible benefits to our constituents. They also represent projects that I am confident we can accomplish without obstruction from other parties. I was frankly disappointed with our inability to deliver on Challis/Conrad. I am excited about what this plan includes and look forward to successfully completing the projects herein.

I will not be in attendance on 3/17/08. I will be on a family vacation and I know this represents a lot of money. If there is no disagreement with the total amount of \$605,000 and if there are specific issues or questions that can not be answered I recommend that you adopt the budget and table whatever portion is a concern. I can then revise or clarify the program at a future meeting.

FONSON, INC.

7644 Whitmore Lake Road, Brighton, MI 48116

Site Development / Road Builders / Sewer and Water

(810) 231-5188 * Fax (810) 231-5404

RECEIVED

Date: **April 21, 2008** APR 24 2008

BOUMA CORPORATION

Transmittal

From: **Michael S. Fraker**

GENOA TOWNSHIP

APR 28 REC'D

To: Genoa Township
2911 Dorr Road
Brighton, MI 48116

RECEIVED

Attention: Mr. Michael Archinal

Re: **Genoa Township 2008 Gravel Road Maintenance**

Mr. Archinal -

Please find enclosed the Contracts (2) for the above-mentioned project. Please sign and return both copies at your convenience. If you have any questions or comments, please do not hesitate to contact me in the office.

Michael S. Fraker
Fonson, Inc.
Office 810.231.5188
Fax 810.231.5404
Nextel 810.217.4529
Email fraker@fonsoninc.com



ConsensusDOCS™ proudly endorsed by the following:



02

CONSENSUSDOCS NO. 205

STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND CONTRACTOR

(Where the Contract Price is a Lump Sum)

This document was developed through a collaborative effort of entities representing a wide cross-section of the construction industry. The organizations endorsing this document believe it represents a fair and reasonable consensus among the collaborating parties of allocation of risk and responsibilities in an effort to appropriately balance the critical interests and concerns of all project participants.

These endorsing organizations recognize and understand that users of this document must review and adapt this document to meet their particular needs, the specific requirements of the project, and applicable laws. Users are encouraged to consult legal, insurance and surety advisors before modifying or completing this document. Further information on this document and the perspectives of endorsing organizations is available in the ConsensusDOCS Guidebook.

Job Number: _____

Account Code: _____

This Agreement is made this 21 day of April, 2008, by and between

OWNER,

Genoa Township
2911 Dorr Road
Brighton, MI 48116

and

CONTRACTOR,

Fonson, Inc.

7644 Whitmore Lake Road

Brighton, MI 48116

PROJECT: Genoa Township 2008 Gravel Road Maintenance Program

ARCHITECT/ENGINEER:

Tetra Tech

123 Brighton Lake Road, Suite 203

Brighton, MI 48116

1. **THE WORK** Fonson, Inc. shall furnish construction administration and management services and use Fonson, Inc.'s diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. Fonson, Inc. shall provide all labor, materials, equipment and services necessary to complete the Work, as described in Exhibit A, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents as being necessary to produce the indicated results.

2. **CONTRACT PRICE** As full compensation for performance by Fonson, Inc. of the Work, Genoa Township shall pay Fonson, Inc. the lump sum price of Two Hundred Sixty Six Thousand Six Hundred Forty Dollars (\$266,640.00). The lump sum price is hereinafter referred to as the Contract Price, which shall be subject to increase or decrease as provided in this Agreement.

3. **EXHIBITS** The following Exhibits are incorporated by reference and made part of this Agreement:

EXHIBIT A: The Work, 01 pages. (Base Bid Summary as Submitted on 02/08/08)

EXHIBIT C: Progress Schedule, 0 pages.

EXHIBIT D: Alternates and Unit Prices, include dates when alternates and unit prices no longer apply, 01 pages. (Refer to Exhibit 'A')

4. **ETHICS** The Genoa Township and the Fonson, Inc. shall perform their obligations with integrity, ensuring at a minimum that: a) Conflicts of interest shall be avoided or disclosed promptly to the other Party; and b) The Fonson, Inc. and the Genoa Township warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

5. **CONTRACTOR'S RESPONSIBILITIES** Fonson, Inc. shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Documents give other specific instructions.

5.1 Except for permits and fees that are the responsibility of the Genoa Township pursuant to this Agreement, Fonson, Inc. shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work.

5.2 Fonson, Inc. shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by Fonson, Inc..

5.3 In the event that Genoa Township elects to perform work at the Worksite directly or by others retained by Genoa Township, Fonson, Inc. and Genoa Township shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. Genoa Township shall require each separate contractor to cooperate with Fonson, Inc. and assist with the coordination of activities and the review of construction schedules and operations. The Contract Price and Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.

5.4 In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, Fonson, Inc.

shall examine and compare the drawings and specifications with information furnished by Genoa Township pursuant to Paragraph 6.2; relevant field measurements made by Fonson, Inc.; and any visible conditions at the Worksite affecting the Work.

5.5 WARRANTY

5.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. Fonson, Inc. warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Fonson, Inc. further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Fonson, Inc.'s warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Genoa Township or others retained by Genoa Township, or abuse.

5.5.2 If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), Genoa Township shall promptly notify Fonson, Inc. in writing. Unless Genoa Township provides written acceptance of the condition, Fonson, Inc. shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

5.6 SAFETY Fonson, Inc. shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Fonson, Inc.'s subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of applicable laws and regulations. Fonson, Inc. shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the site and adjacent to Work areas, whether or not the property is part of the Work.

5.7 HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal and/or clean-up. Fonson, Inc. shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by Genoa Township as certified by an independent testing laboratory and approved by the appropriate government agency. If Fonson, Inc. incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, Fonson, Inc. shall be entitled to an equitable adjustment in the Contract Price and/or the Contract Time.

5.8 MATERIALS BROUGHT TO THE WORKSITE Fonson, Inc. shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by Fonson, Inc. in accordance with the Contract Documents and used or consumed in the performance of the Work.

5.9 SUBMITTALS Fonson, Inc. shall submit to Genoa Township and, if directed, to its Engineer (Tetra Tech) for review and approval all shop drawings, samples, product data and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required in accordance with ConsensusDOCS 200.2 and Paragraph 6.4. Fonson, Inc. shall be responsible to Genoa Township for the accuracy and conformity of its submittals to the Contract Documents. Fonson, Inc. shall prepare and deliver its submittals to Genoa Township in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Genoa Township and others retained by Genoa Township. When Fonson, Inc. delivers its submittals to Genoa Township, Fonson, Inc. shall identify in writing for each submittal all changes, deviations or substitutions from the requirements of the Contract Documents. The approval of any Fonson, Inc. submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Contract Documents unless express written approval is obtained from

Genoa Township specifically authorizing such deviation, substitution or change. Further, Genoa Township shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to Fonson, Inc.. Genoa Township shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Fonson, Inc. shall perform all Work strictly in accordance with approved submittals. Genoa Township's approval does not relieve Fonson, Inc. from responsibility for Defective Work resulting from errors or omissions of any kind on the approved Shop Drawings.

5.10 SITE CONDITIONS If the conditions at the Worksite are (a) subsurface or other physical conditions which are materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Fonson, Inc. shall stop Work and give immediate written notice of the condition to Genoa Township and the Engineer (Tetra Tech). Fonson, Inc. shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price and/or Contract Time as a result of the unknown condition shall be made by Change Order.

5.11 CUTTING, FITTING AND PATCHING Fonson, Inc. shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Genoa Township or others retained by Genoa Township.

5.12 CLEANING UP Fonson, Inc. shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Fonson, Inc. shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. Fonson, Inc. shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Fonson, Inc. shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

6. OWNER'S RESPONSIBILITIES Any information or services to be provided by Genoa Township shall be provided in a timely manner so as not to delay the Work.

6.1 FINANCIAL INFORMATION Prior to commencement of the Work and thereafter at the written request of Fonson, Inc., Genoa Township shall provide Fonson, Inc. with evidence of Project financing. Evidence of such financing shall be a condition precedent to Fonson, Inc.'s commencing or continuing the Work. Fonson, Inc. shall be notified prior to any material change in Project financing.

6.2 WORKSITE INFORMATION Genoa Township shall provide at Genoa Township's expense and with reasonable promptness the following, which Fonson, Inc. shall be entitled to rely upon for its accuracy and completeness:

6.2.1 information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface and environmental studies, reports and investigations;

6.2.2 tests, inspections and other reports dealing with environmental matters, hazardous material and other existing conditions, including structural, mechanical and chemical tests, required by the Contract Documents or by law; and

6.2.3 any other information or services requested in writing by Fonson, Inc. that are relevant to Fonson, Inc.'s performance of the Work and under Genoa Township's control.

The information required by this Paragraph shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, allies, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by Fonson, Inc. in laying out the Work.

6.3 BUILDING PERMIT, FEES AND APPROVALS Except for those required of Fonson, Inc.

pursuant to this Agreement, Genoa Township shall secure and pay for all other permits, approvals, easements, assessments and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

6.4 ELECTRONIC DOCUMENTS If the Genoa Township requires that the Genoa Township, Engineer (Tetra Tech) and Fonson, Inc. exchange documents and data in electronic or digital form, prior to any such exchange, the Genoa Township, Engineer (Tetra Tech) and Fonson, Inc. shall agree on a written protocol governing all exchanges in ConsensusDOCS 200.2 or a separate Agreement.

7. SUBCONTRACTS Work not performed by Fonson, Inc. with its own forces shall be performed by subcontractors. Fonson, Inc. agrees to bind every subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the Work.

8. CONTRACT TIME

8.1 DATE OF COMMENCEMENT The Date of Commencement is the date of this Agreement as first written on page one of this Agreement, unless otherwise set forth below: (Insert here any special provisions concerning notices to proceed and the Date of Commencement.) Work performed by LCRC (Tree Clearing and Misc. Ditch Work) to be completed prior to Fonson, Inc. Commencing work.

8.2 TIME Substantial Completion of the Work shall be achieved in One Hundred Twenty (120) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Work shall be finally complete within Thirty (30) Days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents. Time limits stated above are of the essence of the Agreement.

9. SCHEDULE OF THE WORK Before submitting the first application for payment, Fonson, Inc. shall submit, for review by the Engineer (Tetra Tech) and approval by Genoa Township, a Schedule of the Work that shall show the dates on which Fonson, Inc. plans to begin and to complete various parts of the Work, including dates on which information and approvals are required from Genoa Township.

10. DELAYS AND EXTENSIONS OF TIME

10.1 If the Fonson, Inc. is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Fonson, Inc., the Fonson, Inc. shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Fonson, Inc. include, but are not limited to, the following: acts or omissions of the Genoa Township, the Engineer (Tetra Tech) or Others; changes in the Work or the sequencing of the Work ordered by the Genoa Township, or arising from decisions of the Genoa Township that impact the time of performance of the Work; transportation delays not reasonably foreseeable; labor disputes not involving the Fonson, Inc.; general labor disputes impacting the Project but not specifically related to the Worksite; fire; terrorism, epidemics, adverse governmental actions, unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Materials; concealed or unknown conditions; delay authorized by the Genoa Township pending dispute resolution. The Fonson, Inc. shall process any requests for equitable extensions of Contract Time in accordance with the provisions of Paragraph 12.

10.2 In addition, if the Fonson, Inc. incurs additional costs as a result of a delay that is caused by acts or omissions of the Genoa Township, the Engineer (Tetra Tech) or Others, changes in the Work or the sequencing of the Work ordered by the Genoa Township, or arising from decisions of the Genoa Township that impact the time of performance of the Work, encountering Hazardous Materials, or concealed or unknown conditions, delay authorized by the Genoa Township pending dispute resolution, the Fonson, Inc. shall be entitled to an equitable adjustment in the Contract Price subject to Paragraph 12.

10.3 In the event delays to the Work are encountered for any reason, Fonson, Inc. shall provide prompt written notice to Genoa Township of the cause of such delays after Fonson, Inc. first recognizes the delay. Genoa Township and Fonson, Inc. agree to undertake reasonable steps to

mitigate the effect of such delays.

10.4 NOTICE OF DELAY CLAIMS If Fonson, Inc. requests an equitable extension of Contract Time and/or an equitable adjustment in Contract Price as a result of a delay, Fonson, Inc. shall give Genoa Township written notice of the claim. If Fonson, Inc. causes delay in the completion of the Work, Genoa Township shall be entitled to recover its additional costs, subject to the mutual waiver of consequential damages herein.

11. ALLOWANCES All allowances stated in the Contract Documents shall be included in the Contract Price. While Genoa Township may direct the amounts of, and particular material suppliers or subcontractors for, specific allowance items, if Fonson, Inc. reasonably objects to a material supplier or subcontractor, it shall not be required to contract with them. Genoa Township shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Fonson, Inc.'s overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

12. CHANGES

12.1 Fonson, Inc. may request and/or Genoa Township may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order.

12.2 Genoa Township and Fonson, Inc. shall negotiate in good faith an appropriate adjustment to the Contract Price and/or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price and/or Contract Time shall not be unreasonably withheld.

12.3 COST OR CREDIT DETERMINATION

12.3.1 An increase or decrease in the Contract Price and/or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

12.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

12.3.1.2 a mutually accepted, itemized lump sum;

12.3.1.3 costs calculated on a basis agreed upon by Genoa Township and Fonson, Inc. plus a fee (either a lump sum or a fee based on a percentage of cost) to which they agree; or

12.4 UNIT PRICES If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Genoa Township or Fonson, Inc., such unit prices shall be equitably adjusted.

12.5 PERFORMANCE OF CHANGED WORK Fonson, Inc. shall not be obligated to perform Changed Work until a Change Order has been executed by Genoa Township and Fonson, Inc..

13. PAYMENT

13.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Fonson, Inc. shall prepare and submit to Genoa Township, and if directed, its Engineer (Tetra Tech), a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the Contract Price.

13.2 PROGRESS PAYMENTS Fonson, Inc. shall submit to Genoa Township and, if directed, its Engineer (Tetra Tech) a monthly application for payment no later than the first Day of the calendar month for the preceding thirty (30) Days. Fonson, Inc.'s applications for payment shall be itemized and supported by Fonson, Inc.'s schedule of values and any other substantiating data as required by

this Agreement. Payment applications shall include payment requests on account of properly authorized Change Orders. Genoa Township shall pay the amount otherwise due on any payment application, less any amounts as set forth below, no later than twenty (30) Days after Fonson, Inc. has submitted a complete and accurate payment application. Genoa Township may deduct, from any progress payment, such amounts as may be retained pursuant to Paragraph 13.4.

13.3 RETAINAGE From each progress payment made prior to Substantial Completion Genoa Township may retain Ten percent (10 %) of the amount otherwise due after deduction of any amounts as provided in Paragraph 13.4 of this Agreement.

13.4 ADJUSTMENT OF CONTRACTOR'S PAYMENT APPLICATION Genoa Township may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Genoa Township from loss or damage based upon the following, to the extent that Fonson, Inc. is responsible for such under this Agreement:

13.4.1 Fonson, Inc.'s repeated failure to perform the Work as required by the Contract Documents;

13.4.2 loss or damage arising out of or relating to this Agreement and caused by Fonson, Inc. to Genoa Township or to others retained by Genoa Township to whom the Genoa Township may be liable;

13.4.3 Fonson, Inc.'s failure to properly pay Subcontractors for labor, materials or equipment furnished in connection with the Work following receipt of such payment from Genoa Township;

13.4.4 Defective Work not corrected in a timely fashion;

13.4.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time, and

13.4.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work.

No later than seven (7) Days after receipt of an application for payment, Genoa Township shall give written notice to Fonson, Inc. disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

13.5 PAYMENT DELAY If for any reason not the fault of Fonson, Inc., Fonson, Inc. does not receive a progress payment from Genoa Township within seven (7) Days after the time such payment is due, Fonson, Inc., upon giving seven (7) Days' written notice to Genoa Township, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Fonson, Inc. has been received. The Contract Price and Contract Time shall be equitably adjusted by Change Order for reasonable cost and delay resulting from shutdown, delay and start-up.

13.6 SUBSTANTIAL COMPLETION When Substantial Completion of the Work or a designated portion thereof is achieved, Fonson, Inc. shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of Genoa Township and Fonson, Inc. for interim items such as security, maintenance, utilities, insurance and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Fonson, Inc. to Genoa Township for written acceptance of responsibilities assigned in the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

13.6.1 Upon acceptance by Genoa Township of the Certificate of Substantial Completion, Genoa Township shall pay to Fonson, Inc. the remaining retainage held by Genoa Township for the Work described in the Certificate of Substantial Completion less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by Genoa Township and Fonson, Inc. as necessary to achieve final completion. Uncompleted items shall be completed by Fonson, Inc. in a mutually agreed time frame. Genoa Township shall pay Fonson, Inc. monthly the amount retained for

unfinished items as each item is completed.

13.7 FINAL COMPLETION When final completion has been achieved, Fonson, Inc. shall prepare for Genoa Township's acceptance a final application for payment stating that to the best of Fonson, Inc.'s knowledge, and based on Genoa Township's inspections, the Work has reached final completion in accordance with the Contract Documents.

13.7.1 Final payment of the balance of the Contract Price shall be made to Fonson, Inc. within twenty (20) Days after Fonson, Inc. has submitted to the Genoa Township a complete and accurate application for final payment and the following submissions:

13.7.1.1 an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber Genoa Township's property;

13.7.1.2 as-built drawings, manuals, copies of warranties and all other close-out documents required by the Contract Documents;

13.7.1.3 release of any liens, conditioned on final payment being received;

13.7.1.4 consent of any surety, if applicable; and

13.7.1.5 a report of any accidents or injuries experienced by Fonson, Inc. or its Subcontractors at the Worksite.

13.8 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work and latent defects.

13.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

14. INDEMNITY

14.1 To the fullest extent permitted by law, Fonson, Inc. shall indemnify and hold harmless the Genoa Township, Genoa Township's officers, directors, members, consultants, agents and employees and the Engineer (Tetra Tech) (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured under Paragraph 15.2, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work to the extent caused by the negligent acts or omissions of the Fonson, Inc., subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Fonson, Inc. shall be entitled to reimbursement of any defense costs paid above Fonson, Inc.'s percentage of liability for the underlying claim to the extent provided under Paragraph 14.2.

14.2 To the fullest extent permitted by law, Genoa Township shall indemnify and hold harmless Fonson, Inc., its officers, directors or members, subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under Paragraph 15.2, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by Genoa Township, Engineer (Tetra Tech) or others retained by Genoa Township, but only to the extent of the negligent acts or omissions of the Genoa Township, Engineer (Tetra Tech) or others retained by Genoa Township. The Genoa Township shall be entitled to reimbursement of any defense costs paid above Genoa Township's percentage of liability for the underlying claim to the extent provided under Paragraph 14.1.

14.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Fonson, Inc., anyone directly or indirectly employed by the Fonson, Inc. or anyone for whose acts the Fonson, Inc. may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Fonson, Inc. under Workers' Compensation acts, disability benefit acts or other employment benefit acts.

15. INSURANCE

15.1 Prior to the start of the Work, the Fonson, Inc. shall procure and maintain in force Workers Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. If requested, the Fonson, Inc. shall provide the Genoa Township with certificates of the insurance coverage required. The Fonson, Inc.'s Employers' Liability, Business Automobile Liability, and Commercial General Liability policies, as required in this Paragraph 2, shall be written with at least the following limits of liability:

15.1.1 Employers' Liability Insurance

a. \$500,000.00

Bodily Injury by Accident

Each Accident

b. \$1,000,000.00

Bodily Injury by Disease

Policy Limit

c. \$500,000.00

Bodily Injury by Disease

Each Employee

15.1.2 Business Automobile Liability Insurance

a. \$1,000,000.00

Each Accident

15.1.3 Commercial General Liability Insurance

a. \$1,000,000.00

Each Occurrence

b. \$1,000,000.00

General Aggregate

c. \$2,000,000.00

Products/Completed

Operations Aggregate

d. \$2,000,000.00

Personal and Advertising

Injury Limit \$1,000,000.00

15.2 Employers' Liability, Business Automobile Liability and Commercial General Liability coverage required under Paragraph 1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies. The Fonson, Inc. shall maintain in effect all insurance coverage required under Paragraph 15.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If the Fonson, Inc. fails to obtain or maintain any insurance coverage required under this Agreement, the Genoa Township may purchase such coverage and charge the expense to the Fonson, Inc., or terminate this Agreement. The policies of insurance required under Subparagraph 15.1 shall contain a provision that the coverage afforded under the policies shall not be cancelled or allowed to expire until at least thirty (30) Days' prior written notice has been given to

the Genoa Township. The Fonson, Inc. shall maintain completed operations liability insurance for one year after acceptance of the Work, Substantial Completion of the Project, or to the time required by the Contract Documents, whichever is longer. Prior to commencement of the Work, Fonson, Inc. shall furnish the Genoa Township with certificates evidencing the required coverage.

15.3 PROPERTY INSURANCE Before the start of Work, the Genoa Township shall obtain and maintain Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name the Fonson, Inc., Subcontractors, Sub-subcontractors, Material Suppliers and Engineer (Tetra Tech) as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy. The Genoa Township shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of the Fonson, Inc., Subcontractors, Sub-subcontractors, Material Suppliers and Engineer (Tetra Tech). This insurance shall remain in effect until final payment has been made or until no person or entity other than the Genoa Township has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Genoa Township has secured the consent of the insurance company or companies providing the coverage required in this Paragraph. Prior to commencement of the Work, the Genoa Township shall provide a copy of the property policy or policies obtained in compliance with this Paragraph.

15.3.1 If the Genoa Township does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Genoa Township shall give written notice to the Fonson, Inc. and the Engineer (Tetra Tech) before the Work is commenced. The Fonson, Inc. may then provide insurance to protect its interests and the interests of the Subcontractors and Sub-subcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Genoa Township in a Change Order. The Genoa Township shall be responsible for all of Fonson, Inc.'s costs reasonably attributed to the Genoa Township's failure or neglect in purchasing or maintaining the coverage described above.

15.3.2 Genoa Township and Fonson, Inc. waive all rights against each other and their respective employees, agents, contractors, subcontractors and sub-subcontractors, and the Engineer (Tetra Tech) for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as the Fonson, Inc. may have for the failure of the Genoa Township to obtain and maintain property insurance in compliance with Subparagraph 15.2.

15.3.3 To the extent of the limits of Fonson, Inc.'s Commercial General Liability Insurance specified in Paragraph 15.1 or - Dollars (\$) whichever is more, the Fonson, Inc. shall indemnify and hold harmless the Genoa Township against any and all liability, claims, demands, damages, losses and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Genoa Township's existing adjacent property that may arise from the performance of the Work, to the extent caused by of the negligent acts or omissions of the Fonson, Inc., Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

15.4 OWNER'S INSURANCE The Genoa Township may procure and maintain insurance against loss of use of the Genoa Township's property caused by fire or other casualty loss. The Genoa Township shall either self-insure or obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Genoa Township's errors or omissions.

15.5 ADDITIONAL LIABILITY COVERAGE Genoa Township _____ shall/_____ shall not (indicate one) require Fonson, Inc. to purchase and maintain liability coverage, primary to Genoa Township's coverage under Subparagraph 15.4.

15.5.1 If required by Subparagraph 15.5. the additional liability coverage required of the Subcontractor shall be: [Designate Required Coverage]

x .1 ADDITIONAL INSURED. Genoa Township shall be named as an additional insured on Fonson, Inc.'s Commercial General Liability Insurance specified, for operations and

completed operations, but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Fonson, Inc., or those acting on Fonson, Inc.'s behalf, in the performance of Fonson, Inc.'s Work for Genoa Township at the Worksite.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this Subparagraph shall be paid by the Genoa Township directly or the costs may be reimbursed by Genoa Township to Fonson, Inc. by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the additional liability coverage. Prior to commencement of the Work, Fonson, Inc. shall obtain and furnish to the Genoa Township a certificate evidencing that the additional liability coverages have been procured.

16. **BONDS** Performance and Payment Bonds ___ are/x are not required of Subcontractor. Such bonds shall be issued by a surety admitted in Michigan and must be acceptable to Fonson, Inc.. Fonson, Inc.'s acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond.

17. **LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** Excluding losses covered by insurance required by the Contract Documents, the Genoa Township and Fonson, Inc. agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Genoa Township agrees to waive damages including but not limited to the Genoa Township's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. The Fonson, Inc. agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination.

The following items of damages are excluded from this mutual waiver:

17.1 The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. The Genoa Township and the Fonson, Inc. shall require similar waivers in contracts with Subcontractors and Others retained for the project.

18. **RISK OF LOSS** Except to the extent a loss is covered by applicable insurance, risk of loss and/or damage to the Work shall be upon the Fonson, Inc. until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

19. **NOTICE TO CURE AND TERMINATION**

19.1 **NOTICE TO CURE A DEFAULT** If Fonson, Inc. persistently refuses or fails to supply enough qualified workers, proper materials, and/or equipment to maintain the approved Schedule of the Work in accordance with Article 6, or fails to make prompt payment to its workers, subcontractors or material suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Fonson, Inc. may be deemed in default. If Fonson, Inc. fails within seven (7) business Days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then Genoa Township shall give the Fonson, Inc. a second written notice to correct the default within a three (3) business Day period. If the Fonson, Inc. fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Genoa Township, without prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to Fonson, Inc. who shall be liable for such payments including reasonable overhead, profit and attorneys' fees.

19.2 **TERMINATION BY OWNER** If, within seven (7) Days of receipt of a notice to cure pursuant to Paragraph 19.1, Fonson, Inc. fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, Genoa Township may notify Fonson, Inc. that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14)

additional Days. After the expiration of the additional fourteen (14) Day period, Genoa Township may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to Genoa Township under Paragraph 19.1. If Genoa Township's costs arising out of Fonson, Inc.'s failure to cure, including the cost of completing the Work and reasonable attorney fees, exceed the unpaid Contract Price, Fonson, Inc. shall be liable to Genoa Township for such excess costs. If Genoa Township's costs are less than the unpaid Contract Price, Genoa Township shall pay the difference to Fonson, Inc.. In the event Genoa Township exercises its rights under this Paragraph, upon the request of Fonson, Inc., Genoa Township shall furnish to Fonson, Inc. a detailed accounting of the costs incurred by Genoa Township.

19.2.1 The Genoa Township shall make reasonable efforts to mitigate damages arising from the Fonson, Inc. default and shall promptly invoice the Fonson, Inc. for all amounts due pursuant to Paragraphs 19.1 and 19.2.

19.3 **TERMINATION BY CONTRACTOR** Upon seven (7) Days' written notice to Genoa Township, Fonson, Inc. may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Fonson, Inc. for any of the following reasons:

- .1 under court order or order of other governmental authorities having jurisdiction;
- .2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Fonson, Inc., materials are not available; or

19.4 In addition, upon seven (7) Days' written notice to Genoa Township, Fonson, Inc. may terminate the Agreement if Genoa Township:

- .1 fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with Paragraph 6.1, or
- .2 assigns this Agreement over Fonson, Inc.'s reasonable objection, or
- .3 fails to pay Fonson, Inc. in accordance with this Agreement and Fonson, Inc. has complied with the notice provisions of Paragraph 14.5, or
- .4 otherwise materially breaches this Agreement.

19.5 Upon termination by Fonson, Inc. pursuant to this Agreement, Fonson, Inc. shall be entitled to recover from Genoa Township payment for all Work executed and for any proven loss, cost or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit.

19.6 **OBLIGATIONS ARISING BEFORE TERMINATION** Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

20. CLAIMS AND DISPUTE RESOLUTION

20.1 **CLAIMS FOR ADDITIONAL COST OR TIME** Except as provided in Paragraphs 10.2 and 10.4 for any claim for an increase in the Contract Price and/or the Contract Time, Fonson, Inc. shall give Genoa Township written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Fonson, Inc. first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Contract Price and/or the Contract Time resulting from such claim shall be authorized by Change Order.

20.2 **WORK CONTINUANCE AND PAYMENT** Unless otherwise agreed in writing, Fonson, Inc. shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Fonson, Inc. continues to perform, Genoa Township shall continue to make payments in accordance with the Agreement.

20.3 **INITIAL DISPUTE RESOLUTION PROCESSES** If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the Parties shall endeavor

to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any binding dispute resolution procedures.

20.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to mediation, the Parties shall submit the matter to the binding dispute resolution procedure designated herein (Designate only one):

Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.

x Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

20.5 COST OF DISPUTE RESOLUTION The costs of any binding dispute resolution procedures shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

20.6 VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

21. ASSIGNMENT Neither Genoa Township nor Fonson, Inc. shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other.

22. GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

23. JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

OWNER: Genoa Township

BY:

PRINT NAME _____

PRINT TITLE _____

ATTEST:

CONTRACTOR: Fonson, Inc.

BY:

PRINT NAME Michael S. Fraker

PRINT TITLE Project Manager

ATTEST:

2008 Gravel Maintenance - Beattie/Pardee/Westphal Roads



Fonson, Inc.

7644 Whitmore Lake Road
 Brighton, Michigan
 Contact: Michael S. Fraker
 Phone: 810.231.5188
 Fax: 810.231.5404

Quote To: Genoa Township
 2911 Dorr Road
 Brighton, MI 48116
Phone: 810.227.5225
Fax: 810.227.3420

Job Name: 2008 Maint. - Beattie/Pardee/Westphal
Date of Plans: No plans
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization	1.00	LS	1,575.00	1,575.00
20	Traffic Control / Cnst. Signage	1.00	LS	1,500.00	1,500.00
	Grade 2% crown into subgrade/existing gravel roadway.				
30	Beattie Subgrade & Crown Prep.	6,600.00	LF	1.00	6,600.00
40	Pardee Subgrade & Crown Prep.	2,735.00	LF	1.00	2,735.00
50	Westphal Subgrade & Crown Prep.	3,802.00	LF	1.00	3,802.00
	Area based on 12' wide lane with 3' wide aggregate shoulder (Typical). 14,450 Tons 23A Limestone Estimated				
60	Beattie 6" Agg. Base CIP	22,000.00	SYD	5.65	124,300.00
70	Pardee 6" Agg. Base CIP	9,117.00	SYD	5.65	51,511.05
80	Westphal 6" Agg. Base CIP	12,673.00	SYD	5.65	71,602.45
90	23A Limestone Delivered	1.00	TON	15.00	15.00
100	Minor Restoration	1.00	LS	3,000.00	3,000.00
GRAND TOTAL					\$266,640.50

NOTES:

Work not included in the above bid:

Soil Erosion Permit, Permit Fee's, Inspection Fee's, Bonds, Engineering, Construction Staking, Exporting of Soils (except where noted), Soils or Compacting Testing, Dewatering, Utility Relocation or Abandonment, Remediation Work or Contaminated Material Removal, Sand Backfill, Tree Trimming or Removal, Landscape Plantings, Installation of Franchise Utilities or any other Items not listed.

No Work Items Shall Be Implied or Inferred as a result of this Bid Submission.

All items are to remain bundled unless otherwise discussed.

Two Mobilizations have been included with the base bid. Additional Mobilizations will be charged At \$750.00.



ConsensusDOCS™ proudly endorsed by the following:



02

CONSENSUSDOCS NO. 205 STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND CONTRACTOR

(Where the Contract Price is a Lump Sum)

This document was developed through a collaborative effort of entities representing a wide cross-section of the construction industry. The organizations endorsing this document believe it represents a fair and reasonable consensus among the collaborating parties of allocation of risk and responsibilities in an effort to appropriately balance the critical interests and concerns of all project participants.

These endorsing organizations recognize and understand that users of this document must review and adapt this document to meet their particular needs, the specific requirements of the project, and applicable laws. Users are encouraged to consult legal, insurance and surety advisors before modifying or completing this document. Further information on this document and the perspectives of endorsing organizations is available in the ConsensusDOCS Guidebook.

Job Number: _____

Account Code: _____

This Agreement is made this 21 day of April, 2008, by and between

OWNER,

Genoa Township
2911 Dorr Road
Brighton, MI 48116

and

CONTRACTOR,

Fonson, Inc.

7644 Whitmore Lake Road

Brighton, MI 48116

PROJECT: Genoa Township 2008 Gravel Road Maintenance Program

ARCHITECT/ENGINEER:

Tetra Tech

123 Brighton Lake Road, Suite 203

Brighton, MI 48116

1. **THE WORK** Fonson, Inc. shall furnish construction administration and management services and use Fonson, Inc.'s diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. Fonson, Inc. shall provide all labor, materials, equipment and services necessary to complete the Work, as described in Exhibit A, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents as being necessary to produce the indicated results.

2. **CONTRACT PRICE** As full compensation for performance by Fonson, Inc. of the Work, Genoa Township shall pay Fonson, Inc. the lump sum price of Two Hundred Sixty Six Thousand Six Hundred Forty Dollars (\$266,640.00). The lump sum price is hereinafter referred to as the Contract Price, which shall be subject to increase or decrease as provided in this Agreement.

3. **EXHIBITS** The following Exhibits are incorporated by reference and made part of this Agreement:

EXHIBIT A: The Work, 01 pages. (Base Bid Summary as Submitted on 02/08/08)

EXHIBIT C: Progress Schedule, 0 pages.

EXHIBIT D: Alternates and Unit Prices, include dates when alternates and unit prices no longer apply, 01 pages. (Refer to Exhibit 'A')

4. **ETHICS** The Genoa Township and the Fonson, Inc. shall perform their obligations with integrity, ensuring at a minimum that: a) Conflicts of interest shall be avoided or disclosed promptly to the other Party; and b) The Fonson, Inc. and the Genoa Township warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

5. **CONTRACTOR'S RESPONSIBILITIES** Fonson, Inc. shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Documents give other specific instructions.

5.1 Except for permits and fees that are the responsibility of the Genoa Township pursuant to this Agreement, Fonson, Inc. shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work.

5.2 Fonson, Inc. shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by Fonson, Inc..

5.3 In the event that Genoa Township elects to perform work at the Worksite directly or by others retained by Genoa Township, Fonson, Inc. and Genoa Township shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. Genoa Township shall require each separate contractor to cooperate with Fonson, Inc. and assist with the coordination of activities and the review of construction schedules and operations. The Contract Price and Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.

5.4 In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, Fonson, Inc.

shall examine and compare the drawings and specifications with information furnished by Genoa Township pursuant to Paragraph 6.2; relevant field measurements made by Fonson, Inc.; and any visible conditions at the Worksite affecting the Work.

5.5 WARRANTY

5.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. Fonson, Inc. warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Fonson, Inc. further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Fonson, Inc.'s warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Genoa Township or others retained by Genoa Township, or abuse.

5.5.2 If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), Genoa Township shall promptly notify Fonson, Inc. in writing. Unless Genoa Township provides written acceptance of the condition, Fonson, Inc. shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

5.6 SAFETY Fonson, Inc. shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Fonson, Inc.'s subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of applicable laws and regulations. Fonson, Inc. shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the site and adjacent to Work areas, whether or not the property is part of the Work.

5.7 HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal and/or clean-up. Fonson, Inc. shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by Genoa Township as certified by an independent testing laboratory and approved by the appropriate government agency. If Fonson, Inc. incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, Fonson, Inc. shall be entitled to an equitable adjustment in the Contract Price and/or the Contract Time.

5.8 MATERIALS BROUGHT TO THE WORKSITE Fonson, Inc. shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by Fonson, Inc. in accordance with the Contract Documents and used or consumed in the performance of the Work.

5.9 SUBMITTALS Fonson, Inc. shall submit to Genoa Township and, if directed, to its Engineer (Tetra Tech) for review and approval all shop drawings, samples, product data and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required in accordance with ConsensusDOCS 200.2 and Paragraph 6.4. Fonson, Inc. shall be responsible to Genoa Township for the accuracy and conformity of its submittals to the Contract Documents. Fonson, Inc. shall prepare and deliver its submittals to Genoa Township in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Genoa Township and others retained by Genoa Township. When Fonson, Inc. delivers its submittals to Genoa Township, Fonson, Inc. shall identify in writing for each submittal all changes, deviations or substitutions from the requirements of the Contract Documents. The approval of any Fonson, Inc. submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Contract Documents unless express written approval is obtained from

Genoa Township specifically authorizing such deviation, substitution or change. Further, Genoa Township shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to Fonson, Inc.. Genoa Township shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Fonson, Inc. shall perform all Work strictly in accordance with approved submittals. Genoa Township's approval does not relieve Fonson, Inc. from responsibility for Defective Work resulting from errors or omissions of any kind on the approved Shop Drawings.

5.10 SITE CONDITIONS If the conditions at the Worksite are (a) subsurface or other physical conditions which are materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Fonson, Inc. shall stop Work and give immediate written notice of the condition to Genoa Township and the Engineer (Tetra Tech). Fonson, Inc. shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price and/or Contract Time as a result of the unknown condition shall be made by Change Order.

5.11 CUTTING, FITTING AND PATCHING Fonson, Inc. shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Genoa Township or others retained by Genoa Township.

5.12 CLEANING UP Fonson, Inc. shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Fonson, Inc. shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. Fonson, Inc. shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Fonson, Inc. shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

6. OWNER'S RESPONSIBILITIES Any information or services to be provided by Genoa Township shall be provided in a timely manner so as not to delay the Work.

6.1 FINANCIAL INFORMATION Prior to commencement of the Work and thereafter at the written request of Fonson, Inc., Genoa Township shall provide Fonson, Inc. with evidence of Project financing. Evidence of such financing shall be a condition precedent to Fonson, Inc.'s commencing or continuing the Work. Fonson, Inc. shall be notified prior to any material change in Project financing.

6.2 WORKSITE INFORMATION Genoa Township shall provide at Genoa Township's expense and with reasonable promptness the following, which Fonson, Inc. shall be entitled to rely upon for its accuracy and completeness:

6.2.1 information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface and environmental studies, reports and investigations;

6.2.2 tests, inspections and other reports dealing with environmental matters, hazardous material and other existing conditions, including structural, mechanical and chemical tests, required by the Contract Documents or by law; and

6.2.3 any other information or services requested in writing by Fonson, Inc. that are relevant to Fonson, Inc.'s performance of the Work and under Genoa Township's control.

The information required by this Paragraph shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, allies, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by Fonson, Inc. in laying out the Work.

6.3 BUILDING PERMIT, FEES AND APPROVALS Except for those required of Fonson, Inc.

pursuant to this Agreement, Genoa Township shall secure and pay for all other permits, approvals, easements, assessments and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

6.4 ELECTRONIC DOCUMENTS If the Genoa Township requires that the Genoa Township, Engineer (Tetra Tech) and Fonson, Inc. exchange documents and data in electronic or digital form, prior to any such exchange, the Genoa Township, Engineer (Tetra Tech) and Fonson, Inc. shall agree on a written protocol governing all exchanges in ConsensusDOCS 200.2 or a separate Agreement.

7. SUBCONTRACTS Work not performed by Fonson, Inc. with its own forces shall be performed by subcontractors. Fonson, Inc. agrees to bind every subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the Work.

8. CONTRACT TIME

8.1 DATE OF COMMENCEMENT The Date of Commencement is the date of this Agreement as first written on page one of this Agreement, unless otherwise set forth below: (Insert here any special provisions concerning notices to proceed and the Date of Commencement.) Work performed by LCRC (Tree Clearing and Misc. Ditch Work) to be completed prior to Fonson, Inc. Commencing work.

8.2 TIME Substantial Completion of the Work shall be achieved in One Hundred Twenty (120) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Work shall be finally complete within Thirty (30) Days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents. Time limits stated above are of the essence of the Agreement.

9. SCHEDULE OF THE WORK Before submitting the first application for payment, Fonson, Inc. shall submit, for review by the Engineer (Tetra Tech) and approval by Genoa Township, a Schedule of the Work that shall show the dates on which Fonson, Inc. plans to begin and to complete various parts of the Work, including dates on which information and approvals are required from Genoa Township.

10. DELAYS AND EXTENSIONS OF TIME

10.1 If the Fonson, Inc. is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Fonson, Inc., the Fonson, Inc. shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Fonson, Inc. include, but are not limited to, the following: acts or omissions of the Genoa Township, the Engineer (Tetra Tech) or Others; changes in the Work or the sequencing of the Work ordered by the Genoa Township, or arising from decisions of the Genoa Township that impact the time of performance of the Work; transportation delays not reasonably foreseeable; labor disputes not involving the Fonson, Inc.; general labor disputes impacting the Project but not specifically related to the Worksite; fire; terrorism, epidemics, adverse governmental actions, unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Materials; concealed or unknown conditions; delay authorized by the Genoa Township pending dispute resolution. The Fonson, Inc. shall process any requests for equitable extensions of Contract Time in accordance with the provisions of Paragraph 12.

10.2 In addition, if the Fonson, Inc. incurs additional costs as a result of a delay that is caused by acts or omissions of the Genoa Township, the Engineer (Tetra Tech) or Others, changes in the Work or the sequencing of the Work ordered by the Genoa Township, or arising from decisions of the Genoa Township that impact the time of performance of the Work, encountering Hazardous Materials, or concealed or unknown conditions, delay authorized by the Genoa Township pending dispute resolution, the Fonson, Inc. shall be entitled to an equitable adjustment in the Contract Price subject to Paragraph 12.

10.3 In the event delays to the Work are encountered for any reason, Fonson, Inc. shall provide prompt written notice to Genoa Township of the cause of such delays after Fonson, Inc. first recognizes the delay. Genoa Township and Fonson, Inc. agree to undertake reasonable steps to

mitigate the effect of such delays.

10.4 NOTICE OF DELAY CLAIMS If Fonson, Inc. requests an equitable extension of Contract Time and/or an equitable adjustment in Contract Price as a result of a delay, Fonson, Inc. shall give Genoa Township written notice of the claim. If Fonson, Inc. causes delay in the completion of the Work, Genoa Township shall be entitled to recover its additional costs, subject to the mutual waiver of consequential damages herein.

11. ALLOWANCES All allowances stated in the Contract Documents shall be included in the Contract Price. While Genoa Township may direct the amounts of, and particular material suppliers or subcontractors for, specific allowance items, if Fonson, Inc. reasonably objects to a material supplier or subcontractor, it shall not be required to contract with them. Genoa Township shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Fonson, Inc.'s overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

12. CHANGES

12.1 Fonson, Inc. may request and/or Genoa Township may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order.

12.2 Genoa Township and Fonson, Inc. shall negotiate in good faith an appropriate adjustment to the Contract Price and/or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price and/or Contract Time shall not be unreasonably withheld.

12.3 COST OR CREDIT DETERMINATION

12.3.1 An increase or decrease in the Contract Price and/or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

12.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

12.3.1.2 a mutually accepted, itemized lump sum;

12.3.1.3 costs calculated on a basis agreed upon by Genoa Township and Fonson, Inc. plus a fee (either a lump sum or a fee based on a percentage of cost) to which they agree; or

12.4 UNIT PRICES If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Genoa Township or Fonson, Inc., such unit prices shall be equitably adjusted.

12.5 PERFORMANCE OF CHANGED WORK Fonson, Inc. shall not be obligated to perform Changed Work until a Change Order has been executed by Genoa Township and Fonson, Inc..

13. PAYMENT

13.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Fonson, Inc. shall prepare and submit to Genoa Township, and if directed, its Engineer (Tetra Tech), a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the Contract Price.

13.2 PROGRESS PAYMENTS Fonson, Inc. shall submit to Genoa Township and, if directed, its Engineer (Tetra Tech) a monthly application for payment no later than the first Day of the calendar month for the preceding thirty (30) Days. Fonson, Inc.'s applications for payment shall be itemized and supported by Fonson, Inc.'s schedule of values and any other substantiating data as required by

this Agreement. Payment applications shall include payment requests on account of properly authorized Change Orders. Genoa Township shall pay the amount otherwise due on any payment application, less any amounts as set forth below, no later than twenty (30) Days after Fonson, Inc. has submitted a complete and accurate payment application. Genoa Township may deduct, from any progress payment, such amounts as may be retained pursuant to Paragraph 13.4.

13.3 RETAINAGE From each progress payment made prior to Substantial Completion Genoa Township may retain Ten percent (10 %) of the amount otherwise due after deduction of any amounts as provided in Paragraph 13.4 of this Agreement.

13.4 ADJUSTMENT OF CONTRACTOR'S PAYMENT APPLICATION Genoa Township may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Genoa Township from loss or damage based upon the following, to the extent that Fonson, Inc. is responsible for such under this Agreement:

13.4.1 Fonson, Inc.'s repeated failure to perform the Work as required by the Contract Documents;

13.4.2 loss or damage arising out of or relating to this Agreement and caused by Fonson, Inc. to Genoa Township or to others retained by Genoa Township to whom the Genoa Township may be liable;

13.4.3 Fonson, Inc.'s failure to properly pay Subcontractors for labor, materials or equipment furnished in connection with the Work following receipt of such payment from Genoa Township;

13.4.4 Defective Work not corrected in a timely fashion;

13.4.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time, and

13.4.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work.

No later than seven (7) Days after receipt of an application for payment, Genoa Township shall give written notice to Fonson, Inc. disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

13.5 PAYMENT DELAY If for any reason not the fault of Fonson, Inc., Fonson, Inc. does not receive a progress payment from Genoa Township within seven (7) Days after the time such payment is due, Fonson, Inc., upon giving seven (7) Days' written notice to Genoa Township, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Fonson, Inc. has been received. The Contract Price and Contract Time shall be equitably adjusted by Change Order for reasonable cost and delay resulting from shutdown, delay and start-up.

13.6 SUBSTANTIAL COMPLETION When Substantial Completion of the Work or a designated portion thereof is achieved, Fonson, Inc. shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of Genoa Township and Fonson, Inc. for interim items such as security, maintenance, utilities, insurance and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Fonson, Inc. to Genoa Township for written acceptance of responsibilities assigned in the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

13.6.1 Upon acceptance by Genoa Township of the Certificate of Substantial Completion, Genoa Township shall pay to Fonson, Inc. the remaining retainage held by Genoa Township for the Work described in the Certificate of Substantial Completion less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by Genoa Township and Fonson, Inc. as necessary to achieve final completion. Uncompleted items shall be completed by Fonson, Inc. in a mutually agreed time frame. Genoa Township shall pay Fonson, Inc. monthly the amount retained for

unfinished items as each item is completed.

13.7 FINAL COMPLETION When final completion has been achieved, Fonson, Inc. shall prepare for Genoa Township's acceptance a final application for payment stating that to the best of Fonson, Inc.'s knowledge, and based on Genoa Township's inspections, the Work has reached final completion in accordance with the Contract Documents.

13.7.1 Final payment of the balance of the Contract Price shall be made to Fonson, Inc. within twenty (20) Days after Fonson, Inc. has submitted to the Genoa Township a complete and accurate application for final payment and the following submissions:

13.7.1.1 an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber Genoa Township's property;

13.7.1.2 as-built drawings, manuals, copies of warranties and all other close-out documents required by the Contract Documents;

13.7.1.3 release of any liens, conditioned on final payment being received;

13.7.1.4 consent of any surety, if applicable; and

13.7.1.5 a report of any accidents or injuries experienced by Fonson, Inc. or its Subcontractors at the Worksite.

13.8 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work and latent defects.

13.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

14. INDEMNITY

14.1 To the fullest extent permitted by law, Fonson, Inc. shall indemnify and hold harmless the Genoa Township, Genoa Township's officers, directors, members, consultants, agents and employees and the Engineer (Tetra Tech) (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured under Paragraph 15.2, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work to the extent caused by the negligent acts or omissions of the Fonson, Inc., subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Fonson, Inc. shall be entitled to reimbursement of any defense costs paid above Fonson, Inc.'s percentage of liability for the underlying claim to the extent provided under Paragraph 14.2.

14.2 To the fullest extent permitted by law, Genoa Township shall indemnify and hold harmless Fonson, Inc., its officers, directors or members, subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under Paragraph 15.2, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by Genoa Township, Engineer (Tetra Tech) or others retained by Genoa Township, but only to the extent of the negligent acts or omissions of the Genoa Township, Engineer (Tetra Tech) or others retained by Genoa Township. The Genoa Township shall be entitled to reimbursement of any defense costs paid above Genoa Township's percentage of liability for the underlying claim to the extent provided under Paragraph 14.1.

14.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Fonson, Inc., anyone directly or indirectly employed by the Fonson, Inc. or anyone for whose acts the Fonson, Inc. may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Fonson, Inc. under Workers' Compensation acts, disability benefit acts or other employment benefit acts.

15. INSURANCE

15.1 Prior to the start of the Work, the Fonson, Inc. shall procure and maintain in force Workers Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. If requested, the Fonson, Inc. shall provide the Genoa Township with certificates of the insurance coverage required. The Fonson, Inc.'s Employers' Liability, Business Automobile Liability, and Commercial General Liability policies, as required in this Paragraph 2, shall be written with at least the following limits of liability:

15.1.1 Employers' Liability Insurance

a. \$500,000.00

Bodily Injury by Accident

Each Accident

b. \$1,000,000.00

Bodily Injury by Disease

Policy Limit

c. \$500,000.00

Bodily Injury by Disease

Each Employee

15.1.2 Business Automobile Liability Insurance

a. \$1,000,000.00

Each Accident

15.1.3 Commercial General Liability Insurance

a. \$1,000,000.00

Each Occurrence

b. \$1,000,000.00

General Aggregate

c. \$2,000,000.00

Products/Completed

Operations Aggregate

d. \$2,000,000.00

Personal and Advertising

Injury Limit \$1,000,000.00

15.2 Employers' Liability, Business Automobile Liability and Commercial General Liability coverage required under Paragraph 1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies. The Fonson, Inc. shall maintain in effect all insurance coverage required under Paragraph 15.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If the Fonson, Inc. fails to obtain or maintain any insurance coverage required under this Agreement, the Genoa Township may purchase such coverage and charge the expense to the Fonson, Inc., or terminate this Agreement. The policies of insurance required under Subparagraph 15.1 shall contain a provision that the coverage afforded under the policies shall not be cancelled or allowed to expire until at least thirty (30) Days' prior written notice has been given to

the Genoa Township. The Fonson, Inc. shall maintain completed operations liability insurance for one year after acceptance of the Work, Substantial Completion of the Project, or to the time required by the Contract Documents, whichever is longer. Prior to commencement of the Work, Fonson, Inc. shall furnish the Genoa Township with certificates evidencing the required coverage.

15.3 PROPERTY INSURANCE Before the start of Work, the Genoa Township shall obtain and maintain Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name the Fonson, Inc., Subcontractors, Sub-subcontractors, Material Suppliers and Engineer (Tetra Tech) as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy. The Genoa Township shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of the Fonson, Inc., Subcontractors, Sub-subcontractors, Material Suppliers and Engineer (Tetra Tech). This insurance shall remain in effect until final payment has been made or until no person or entity other than the Genoa Township has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Genoa Township has secured the consent of the insurance company or companies providing the coverage required in this Paragraph. Prior to commencement of the Work, the Genoa Township shall provide a copy of the property policy or policies obtained in compliance with this Paragraph.

15.3.1 If the Genoa Township does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Genoa Township shall give written notice to the Fonson, Inc. and the Engineer (Tetra Tech) before the Work is commenced. The Fonson, Inc. may then provide insurance to protect its interests and the interests of the Subcontractors and Sub-subcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Genoa Township in a Change Order. The Genoa Township shall be responsible for all of Fonson, Inc.'s costs reasonably attributed to the Genoa Township's failure or neglect in purchasing or maintaining the coverage described above.

15.3.2 Genoa Township and Fonson, Inc. waive all rights against each other and their respective employees, agents, contractors, subcontractors and sub-subcontractors, and the Engineer (Tetra Tech) for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as the Fonson, Inc. may have for the failure of the Genoa Township to obtain and maintain property insurance in compliance with Subparagraph 15.2.

15.3.3 To the extent of the limits of Fonson, Inc.'s Commercial General Liability Insurance specified in Paragraph 15.1 or - Dollars (\$-) whichever is more, the Fonson, Inc. shall indemnify and hold harmless the Genoa Township against any and all liability, claims, demands, damages, losses and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Genoa Township's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of the Fonson, Inc., Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

15.4 OWNER'S INSURANCE The Genoa Township may procure and maintain insurance against loss of use of the Genoa Township's property caused by fire or other casualty loss. The Genoa Township shall either self-insure or obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Genoa Township's errors or omissions.

15.5 ADDITIONAL LIABILITY COVERAGE Genoa Township _____ shall/_____ shall not (indicate one) require Fonson, Inc. to purchase and maintain liability coverage, primary to Genoa Township's coverage under Subparagraph 15.4.

15.5.1 If required by Subparagraph 15.5. the additional liability coverage required of the Subcontractor shall be: [Designate Required Coverage]

x . 1 ADDITIONAL INSURED. Genoa Township shall be named as an additional insured on Fonson, Inc.'s Commercial General Liability Insurance specified, for operations and

completed operations, but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Fonson, Inc., or those acting on Fonson, Inc.'s behalf, in the performance of Fonson, Inc.'s Work for Genoa Township at the Worksite.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this Subparagraph shall be paid by the Genoa Township directly or the costs may be reimbursed by Genoa Township to Fonson, Inc. by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the additional liability coverage. Prior to commencement of the Work, Fonson, Inc. shall obtain and furnish to the Genoa Township a certificate evidencing that the additional liability coverages have been procured.

16. **BONDS Performance and Payment Bonds** ___ are/x are not required of Subcontractor. Such bonds shall be issued by a surety admitted in Michigan and must be acceptable to Fonson, Inc.. Fonson, Inc.'s acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond.

17. **LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** Excluding losses covered by insurance required by the Contract Documents, the Genoa Township and Fonson, Inc. agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Genoa Township agrees to waive damages including but not limited to the Genoa Township's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. The Fonson, Inc. agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination.

The following items of damages are excluded from this mutual waiver:

17.1 The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. The Genoa Township and the Fonson, Inc. shall require similar waivers in contracts with Subcontractors and Others retained for the project.

18. **RISK OF LOSS** Except to the extent a loss is covered by applicable insurance, risk of loss and/or damage to the Work shall be upon the Fonson, Inc. until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

19. **NOTICE TO CURE AND TERMINATION**

19.1 **NOTICE TO CURE A DEFAULT** If Fonson, Inc. persistently refuses or fails to supply enough qualified workers, proper materials, and/or equipment to maintain the approved Schedule of the Work in accordance with Article 6, or fails to make prompt payment to its workers, subcontractors or material suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Fonson, Inc. may be deemed in default. If Fonson, Inc. fails within seven (7) business Days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then Genoa Township shall give the Fonson, Inc. a second written notice to correct the default within a three (3) business Day period. If the Fonson, Inc. fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Genoa Township, without prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to Fonson, Inc. who shall be liable for such payments including reasonable overhead, profit and attorneys' fees.

19.2 **TERMINATION BY OWNER** If, within seven (7) Days of receipt of a notice to cure pursuant to Paragraph 19.1, Fonson, Inc. fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, Genoa Township may notify Fonson, Inc. that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14)

additional Days. After the expiration of the additional fourteen (14) Day period, Genoa Township may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to Genoa Township under Paragraph 19.1. If Genoa Township's costs arising out of Fonson, Inc.'s failure to cure, including the cost of completing the Work and reasonable attorney fees, exceed the unpaid Contract Price, Fonson, Inc. shall be liable to Genoa Township for such excess costs. If Genoa Township's costs are less than the unpaid Contract Price, Genoa Township shall pay the difference to Fonson, Inc.. In the event Genoa Township exercises its rights under this Paragraph, upon the request of Fonson, Inc., Genoa Township shall furnish to Fonson, Inc. a detailed accounting of the costs incurred by Genoa Township.

19.2.1 The Genoa Township shall make reasonable efforts to mitigate damages arising from the Fonson, Inc. default and shall promptly invoice the Fonson, Inc. for all amounts due pursuant to Paragraphs 19.1 and 19.2.

19.3 **TERMINATION BY CONTRACTOR** Upon seven (7) Days' written notice to Genoa Township, Fonson, Inc. may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Fonson, Inc. for any of the following reasons:

- .1 under court order or order of other governmental authorities having jurisdiction;
- .2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Fonson, Inc., materials are not available; or

19.4 In addition, upon seven (7) Days' written notice to Genoa Township, Fonson, Inc. may terminate the Agreement if Genoa Township:

- .1 fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with Paragraph 6.1, or
- .2 assigns this Agreement over Fonson, Inc.'s reasonable objection, or
- .3 fails to pay Fonson, Inc. in accordance with this Agreement and Fonson, Inc. has complied with the notice provisions of Paragraph 14.5, or
- .4 otherwise materially breaches this Agreement.

19.5 Upon termination by Fonson, Inc. pursuant to this Agreement, Fonson, Inc. shall be entitled to recover from Genoa Township payment for all Work executed and for any proven loss, cost or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit.

19.6 **OBLIGATIONS ARISING BEFORE TERMINATION** Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

20. CLAIMS AND DISPUTE RESOLUTION

20.1 **CLAIMS FOR ADDITIONAL COST OR TIME** Except as provided in Paragraphs 10.2 and 10.4 for any claim for an increase in the Contract Price and/or the Contract Time, Fonson, Inc. shall give Genoa Township written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Fonson, Inc. first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Contract Price and/or the Contract Time resulting from such claim shall be authorized by Change Order.

20.2 **WORK CONTINUANCE AND PAYMENT** Unless otherwise agreed in writing, Fonson, Inc. shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Fonson, Inc. continues to perform, Genoa Township shall continue to make payments in accordance with the Agreement.

20.3 **INITIAL DISPUTE RESOLUTION PROCESSES** If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the Parties shall endeavor

to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any binding dispute resolution procedures.

20.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to mediation, the Parties shall submit the matter to the binding dispute resolution procedure designated herein (Designate only one):

Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.

Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

20.5 COST OF DISPUTE RESOLUTION The costs of any binding dispute resolution procedures shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

20.6 VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

21. ASSIGNMENT Neither Genoa Township nor Fonson, Inc. shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other.

22. GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

23. JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

OWNER: Genoa Township

BY:

PRINT NAME _____

PRINT TITLE _____

ATTEST:

CONTRACTOR: Fonson, Inc.

BY:

PRINT NAME Michael S. Fraker

PRINT TITLE Project Manager

ATTEST:

EXHIBIT "A"

2008 Gravel Maintenance - Beattie/Pardee/Westphal Roads



Fonson, Inc.

7644 Whitmore Lake Road
 Brighton, Michigan
 Contact: Michael S. Fraker
 Phone: 810.231.5188
 Fax: 810.231.5404

Quote To: Genoa Township
 2911 Dorr Road
 Brighton, MI 48116
Phone: 810.227.5225
Fax: 810.227.3420

Job Name: 2008 Maint. - Beattie/Pardee/Westphal
Date of Plans: No plans

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization	1.00	LS	1,575.00	1,575.00
20	Traffic Control / Cnst. Signage	1.00	LS	1,500.00	1,500.00
	Grade 2% crown into subgrade/existing gravel roadway.				
30	Beattie Subgrade & Crown Prep.	6,600.00	LF	1.00	6,600.00
40	Pardee Subgrade & Crown Prep.	2,735.00	LF	1.00	2,735.00
50	Westphal Subgrade & Crown Prep.	3,802.00	LF	1.00	3,802.00
	Area based on 12' wide lane with 3' wide aggregate shoulder (Typical). 14,450 Tons 23A Limestone Estimated				
60	Beattie 6" Agg. Base CIP	22,000.00	SYD	5.65	124,300.00
70	Pardee 6" Agg. Base CIP	9,117.00	SYD	5.65	51,511.05
80	Westphal 6" Agg. Base CIP	12,673.00	SYD	5.65	71,602.45
90	23A Limestone Delivered	1.00	TON	15.00	15.00
100	Minor Restoration	1.00	LS	3,000.00	3,000.00
GRAND TOTAL					\$266,640.50

NOTES:

Work not included in the above bid:

Soil Erosion Permit, Permit Fee's, Inspection Fee's, Bonds, Engineering, Construction Staking, Exporting of Soils (except where noted), Soils or Compacting Testing, Dewatering, Utility Relocation or Abandonment, Remediation Work or Contaminated Material Removal, Sand Backfill, Tree Trimming or Removal, Landscape Plantings, Installation of Franchise Utilities or any other Items not listed.

No Work Items Shall Be Implied or Inferred as a result of this Bid Submission.

All items are to remain bundled unless otherwise discussed.

Two Mobilizations have been included with the base bid. Additional Mobilizations will be charged At \$750.00.



THIS
PROJECT IS
FINANCED
BY YOUR
LOCAL TWP.



THIS
PROJECT IS
FINANCED
BY YOUR
LOCAL TWP.


2577
2577

3060
3060







A green rectangular sign with rounded corners and a white border is mounted on a silver metal post. The sign contains the text "THIS PROJECT IS FINANCED BY YOUR LOCAL TWP." in white, bold, sans-serif capital letters. The sign is positioned in a wooded area. To the left of the sign, a large, thick log has been cut, showing its light-colored wood and dark, textured bark. The background is filled with trees and foliage, some with green leaves and others with bare branches, suggesting a forest setting.

THIS
PROJECT IS
FINANCED
BY YOUR
LOCAL TWP.

Livingston County Road Commission

3535 Grand Oaks Drive • Howell, Michigan 48843-8575
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628
Internet Address: www.livingstonroads.org

April 28, 2008

MEMORANDUM TO: Genoa Charter Township Board of Trustees
FROM: Michael Craine, Managing Director *MC for*
SUBJECT: Road Improvement Project Agreement

The following Project Agreement has been prepared for your review and approval. Once approved, please have both copies signed by the Supervisor and Clerk and returned to our office marked for the attention of Jeannie Heier, Administrative Assistant. PLEASE DO NOT DATE THE DOCUMENT(S). After submittal to the Board of County Road Commissioners for their approval, a fully executed copy will be returned to you for your files.

BEATTIE ROAD AND PARDEE ROAD
(SOUTH OF CROOKED LAKE ROAD)
APPROXIMATELY 6,000 FEET
LIMITED DRAINAGE WORK
ALTOGETHER WITH THE NECESSARY RELATED WORK

MC/jh

Enc

Cc (w/o contracts)
Paulette Skolarus, Clerk – Genoa Township
Steve Wasylik, Director of Operations – LCRC

PROJECT AGREEMENT

JOB NUMBER: _____

This Agreement made and entered into this _____ day of _____, 2008, by and between the CHARTER TOWNSHIP of GENOA, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

WITNESSETH

The Township has selected the following roads to be improved as described below:

BEATTIE ROAD AND PARDEE ROAD
(SOUTH OF CROOKED LAKE ROAD)
APPROXIMATELY 6,000 FEET
LIMITED DRAINAGE WORK
ALTOGETHER WITH THE NECESSARY RELATED WORK

The parties agree as follows:

1. The Township shall pay the Road Commission the cost of the project, as follows: \$8,000.
 - A. This contract shall not exceed One Hundred Ten Percent (110%) of the total project cost without prior consultation with the Township.
 - B. The balance shall be paid as invoiced. If an invoice is not paid within 45 days of billing, the Township will pay ten per cent (10%) annual interest on that billed but unpaid.
 - C. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project which will include fringe benefits, rentals, and subcontract charges. It is the intention of the parties that one hundred per cent (100%) of the Road Commission's direct contract costs will be paid by the Township.
 - D. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project which will include fringe benefits, overhead, rentals, and subcontract charges. It is the intention of the parties that all of the Road Commission costs, except its administration, will be paid by the Township.
 - E. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The Road Commission shall hold the Township harmless from any liability arising from the work performed pursuant to this contract.

4. The work will be completed within the current contract year, unless the parties otherwise so agree. In the event the Road Commission is unable to complete the work by the time specified, any funds prepaid by the Township shall be returned to it, or the Road Commission shall pay ten per cent (10%) annual interest on the funds retained. All funds returned to the Township shall be repaid to the Road Commission as invoiced.

5. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

CHARTER TOWNSHIP OF GENOA

BY: _____
GARY McCRIE, SUPERVISOR

PAULETTE SKOLARUS, CLERK

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LIVINGSTON**

BY: _____
MICHAEL CRAINE, MANAGING DIRECTOR

MARGARET COSGRAY, CLERK

PROJECT AGREEMENT

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CHARTER TOWNSHIP OF GENOA

BY: _____
GARY McCRIE, SUPERVISOR

PAULETTE SKOLARUS, CLERK

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LIVINGSTON

BY: _____
MICHAEL CRAINE, MANAGING DIRECTOR

MARGARET COSGRAY, CLERK

Memorandum

TO: Genoa Township Board

FROM: Adam VanTassell, Code Enforcement

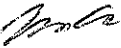
RE: **Resident request regarding unsafe structure located at 779 S. Hacker Road**

DATE: May 5, 2008

The Township Board directed Mr. Griffin at the March 17, 2008 meeting to assemble information regarding his intent to rebuild his damaged pole barn. Mr. Griffin contacted Township Staff on April 30, 2008 and indicated he has instead decided to tear down the structure. Mr. Griffin was directed by Staff to attend the May 5, 2008 meeting as previously scheduled to discuss with the Board the timeframe for tearing down the pole barn.

MEMORANDUM

TO: Township Board

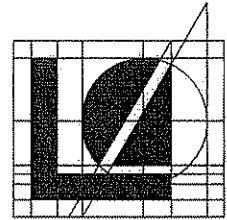
FROM: Mike Archinal, Township Manager. 

DATE: 5/1/08

RE: BAFD Station 35 Budget Amendment

Please find attached correspondence from Lindhout Associates and Corrigan Construction regarding the final budget for the construction of Station 35. The final amount exceeds the original budget by \$24,106.02 or roughly 2.3% of the original contract amount of \$1,057,277.17. These overages are attributable to field conditions and additions to the scope of work. Please consider the following action:

Moved by _____, supported by _____, to approve a revised contract with Corrigan Construction for the construction of BAFD Station 35 in the amount of \$1,081,383.19



Our Mission

Integrity

in architecture and design
in client relationships
in employee relationships
in community relationships

advancement

in all these efforts

April 30, 2008

Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attn.: Mr. Mike Archinal

Re: Genoa Township BAFD Station 35 Contract Price Overage

The original contract amount for this project was \$1,057,277.17. Given unforeseen changes and unexpected field conditions, as well as upgrades and additions to the scope, the total amount for the project has surpassed the contracted amount by \$24,106.02. The major items included in this overage are as follows:

- Additional site work required for sewer line installation at waste tank. \$8,058.00
- Increase in the amount of epoxy flooring and associated Fire Department finish changes \$7,255.00
- Upgrade of the apparatus bay concrete slab from 6" to 8" to accommodate new equipment. \$7,172.25

It should be added that Corrigan Construction has been very accommodating in assisting the Fire Department with equipment installation and miscellaneous requests. This assistance has required Corrigan to spend additional time beyond their proposal without requesting additional compensation. We know of many Construction Managers/ General Contractors who would be holding out their hand for additional staffing time in such a case.

Please refer to the progress payment applications submitted by Corrigan Construction for all charges making up both the contracted amount and all overage charges.

Respectfully,

David A. Richardson, Project Manager, LEEDap
Lindhout Associates architects aia pc

Steve Rabatin, LEEDap
Lindhout Associates architects aia pc



April 22, 2008

JGenoa Township
2911 Dorr Road
Brighton, MI 48116
Attn: Mike Archinal

RE: BAFD Station 35 – Contract price change

The original contract amount for this project of \$1,057,277.17 included some contingencies for changes and field conditions. However with all of the changes added up we have now exceeded the total by \$24,106.02. The main impacts that we see for this increase are the following increases in scope of the project:

\$8,058.00 for additional site work
\$7,172.25 to upgrade the app. bay slab thickness per new equipment
\$7,255.00 to upgrade the amount of epoxy floor and some F.D. finish changes

All of the changes to the contract have been listed on the AIA progress billing attached. Please contact me if you have any questions.


Respectfully submitted by:



Mark Jeffries
Project manager

MEMORANDUM

TO: Township Board

FROM: Mike Archinal, Township Manager 

DATE: 5/1/08

RE: 2008 Sidewalk Installation
Final Design and Bidding Services

Please find attached a Request for Change Authorization from TetraTech for Grand River sidewalk installation. We have found that MDOT right-of-way information for this section of Grand River was out of date and that the width is extremely variable. We have found it is now necessary to obtain 12 permanent easements and 3 temporary construction easements. This fact has expanded the scope of work for our engineers. Please consider the following action:

Moved by _____, supported by _____, to approve a Request for Change Authorization with TetraTech for 2008 Grand River Sidewalks in the amount of \$9,500.



TETRA TECH

May 1, 2008

Mr. Michael Archinal, Manager
Genoa Township
2911 Dorr Road
Brighton, MI 48116

**Re: 2008 Sidewalk Installation
Final Design and Bidding Services**

Dear Mr. Archinal:

Pursuant to your request, we have prepared the attached Request to Change Authorization (RCA) to finalize the construction plans and obtain bids for the sidewalk project. Work on the project began last spring, and at that time Tetra Tech completed a topographic survey and conceptual layout of the sidewalk. However, the project schedule was extended to address issues with the existing MDOT right-of-way.

In summary, the right-of-way issues included out of date MDOT mapping and a half right-of-way that varies between 50-feet and 70-feet from property to property. Township staff also spent time researching historic easements from the 1998 Grand River widening project. Once the MDOT right-of-way was finalized we realized that multiple easements would be necessary to construct the sidewalk. The easement descriptions and agreements have been finalized and the Township is currently working with the property owners to obtain the easements.

We estimate two (2) months will be necessary to finalize construction plans, obtain MDOT permits, and obtain bids from contractors for the work. With the goal of starting construction in July, it has been requested that we begin the final construction plans at this time prior to having all easements obtained. Attached for your approval is an RCA to prepare the final construction plans, obtain MDOT permits, and solicit bids for the work. This RCA does not include construction phase services. Once bids are obtained, we will prepare a separate authorization for construction phase services.

Please review the attached RCA and if acceptable, please sign in the space provided. We appreciate the opportunity to provide continuing professional services to Genoa Township.

Please call if you have any questions.

Sincerely,

Gary J. Markstrom, P.E.
Unit Vice President

:cpl

Attachments: Request to Change Authorization



REQUEST TO CHANGE AUTHORIZATION (RCA)

PROJECT NAME: Genoa Sidewalks DATE: May 1, 2008
 PROJECT NUMBER: 200-12736-07-026 RCA NO.: 2
 PROJECT MANAGER: Tesha Humphriss
 PERSON INITIATING REQUEST: Tesha Humphriss

DESCRIPTION OF ADDITIONAL WORK ITEM

- Preparation of final construction plans, including final grading, updating the conceptual plans to show final easement descriptions, and details.
- Submit final construction plans to MDOT for permits.
- Submit final construction plans to two contractors for quotes.
- Recommend award of the contract.

REASON(S) FOR ADDITIONAL WORK

- To date we have completed a topographic survey of the site, final layout of the sidewalk, obtained MDOT preliminary approval, and prepared 13 easements descriptions. The existing authorization has been spent on the above stated items. As discussed, we are requesting additional authorization to complete the project.
- Verification of the right-of-way limits was more extensive than originally projected, due to the out of date MDOT maps and unrecorded easements.

REFERENCE

- April 16, 2007, scope of work and attached standard terms and conditions.
- January 17, 2008, project status communication.

ESTIMATED ENGINEERING FEE

- We are requesting an increase in compensation of \$9,500.

AUTHORIZING TT UNIT OFFICER

DATE

5/1/08

CUSTOMER CONCURRENCE:

DATE:



STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
THE DETROIT EDISON COMPANY
CASE NO. U-15002-R

- The Detroit Edison Company may reconcile its power supply cost recovery plan for the net underrecovery of \$43,625,610 including interest, from all of its power supply cost recovery customers for the 12-month period ending December 31, 2007, and its pension equalization mechanism for the overrecovery of \$21,361,019 from its customers for the 12-month period ending December 31, 2007, if the Michigan Public Service Commission approves its request.
- The information below describes how a person may participate in this case.
- You may call or write The Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226-1279, (800) 477-4747, for a free copy of its application. Any person may review the application at the offices of The Detroit Edison Company.
- The first public hearing in this matter will be held:

DATE/TIME: May 14, 2008, at 9:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Barbara A. Stump

LOCATION: Michigan Public Service Commission
6545 Mercantile Way, Suite 7
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider the March 31, 2008 application of The Detroit Edison Company (Detroit Edison) to reconcile its power supply cost recovery (PSCR) plan for the 12-month period ending December 31, 2007, and to reconcile its pension equalization mechanism (PEM) for the 12-month period ending December 31, 2007. Detroit Edison proposes to collect the underrecovery of \$43,625,610 including interest, from all of its PSCR customers by rolling-in the underrecovery into its power supply costs for 2008. Detroit Edison also proposes to refund an overrecovery of \$21,361,019 to its PEM customers for the 2007 PEM reconciliation period.

10 Board 5/5/08

April 21, 2008

Mr. Gary McCririe
Mr. Rick Heikkinen
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Re: 1843 and 1847 Hughes Rd Easements
Dear Gentlemen:

During the January 7, 2008 Board of Trustees meeting the board granted a non exclusive easement for lot 2 Long Lake shores. It allowed for 1 docking rights and one 1 for recreational use only.

I have contacted Mr. McCririe and asked that the docking rights be given to 1843 Hughes Rd. The recreational use would then go to 1847 Hughes Rd.

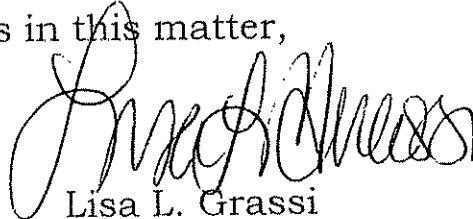
To date nothing has yet to be recorded granting us these easements.

I am requesting that you take care of this matter promptly. You increased my tax bill as if we were already granted them; now that we are paying extra for it we would appreciate it if you could record it legally. It should not be that hard of a task as the verbiage should be the same as granted to the other 7 parcels on June 29, 2006.

We look forward to receiving the recorded easements and
Thank You for your promptness in this matter,



Daniel E. Grassi



Lisa L. Grassi

cc: Paulette Skolarus, Jean Ledford, Steve Wildman, Todd Smith, Robin Hunt, Jim Mortensen

Handwritten: 08-15671-1

RECORDED

RECORD# 856 PAGE 0371

2005 JUL 18 P 3:43

SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
48843

LIVINGSTON COUNTY TREASURER'S OFFICE
PROPERTY TAXES ARE PAID BY THE TAXPAYER
...
10838
7-1-05
DSS

JTA

HOA/STREET DETAILS NOT EXAMINED

Handwritten: 13/4 177.10 1207.50

WARRANTY DEED

The Grantor(s) David C. Horne and Dorothy J. Horne, husband and wife,
whose address is 1847 Hughes Road, Brighton, MI 48114
convey(s) and warrant(s) to Daniel E. Grassl and Lisa L. Grassl, husband and wife,
whose address is 769 Pathway Drive, Howell, MI 48843
the following described premises situated in the Township Of Genoa, County of Livingston and State of Michigan:

See attached Legal Description.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

The grantor grants to the grantee the right to make 5 division(s) under Section 108 of the Land Division Act, Public Act 391 of 1996.

for the sum of One Hundred Sixty-One Thousand And 00/100 (\$161,000.00)

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or otherwise pertaining, subject to existing building and use restrictions, if any, encumbrances of record, and zoning ordinances.

Effective date: 15th day of June, 2005.

Signed by:

David C. Horne
Dorothy J. Horne

State of Arkansas
County of Garland

The foregoing instrument was acknowledged before me this 10 th day of June, 2005, by David C. Horne and Dorothy J. Horne, husband and wife.

My commission expires:

Nov 22, 2006

KERRI M. NORMAN
NOTARY PUBLIC - ARKANSAS
MY COMMISSION EXPIRES NOV. 22, 2006
GARLAND COUNTY
Notary Public
County, Garland
County, Garland

When Recorded Return to:

Daniel E. Grassl
769 Pathway Dr.
Brighton, MI 48114
No Cell. 48843

Send Subsequent Tax Bills To: Grantee

File No. 112517

Drafted By:

Nancy Bohlen
130 W. Grand River Avenue
Brighton, MI 48116

177.10 + 1207.50

STATE OF MICHIGAN
Dept of Taxation
Livingston County
0159815 19 JUL 2005



REAL ESTATE
TRANSFER TAX
\$177.10-6
\$1,207.50-6
\$0065223

11-11-304-004
11-11-304-005

Revised 05/12/2005

LIBER 4 8 5 6 PAGE 0 3 7 2

File No. 112517

PROPERTY DESCRIPTION

Land situated in the Township of Genoa, County of Livingston, State of Michigan, described as:

Lots 4 and 5 of Chemung Lakeview, as duly laid out, platted and recorded in Liber 7 of Plats, page 44, Livingston County Records.

Also, conveying the right to use the joint driveway as now located between Lots 3 and 4 of said subdivision.

*

Also, conveying a right of way across Lot 2 of Long Lake Shores, as duly laid out, platted and recorded in Plat Liber 2, page 7, Livingston County Records, for the purpose of ingress and egress from Hughes Road to the Shore of Lake Chemung.

*

Tax Identification No: 11-11-304-004 & 005
Common Address: 1847 Hughes Road

Page 1 of 1

Form 7.52-113

Revised 07/25/2003

Assets License Agreement) will be reviewed by Heikkinen to determine that there is not a blanket policy for an open end use of all facilities and that each provision will be considered by the township board. The motion carried unanimously.

9. Consideration of granting a non-exclusive easement agreement for lot 2 Long Lake Shores Subdivision.

Moved by Ledford, supported by Skolarus, to approve the agreement with the following stipulation: The original parcel will be allowed one dock and since the split of that parcel didn't exist at the time of the lawsuit, the second parcel will be allowed access for recreational use but will not be allowed boat access. The motion carried unanimously.

10. Request for approval of a final PUD site plan application, impact assessment, and PUD agreement for a proposed 5,200 sq. ft. retail/office building located at 2160 E. Grand River, for the Sherston Office Center as petitioned by William Colley Architect.

A. Disposition of PUD agreement.

Moved by Hunt, supported by Ledford, to approve the PUD agreement, subject to approval by the Township Attorney, both as to this agreement, as well as the underlying easement agreement.

B. Disposition of Impact assessment.

Moved by Ledford, supported by Smith, to approve the Environmental Impact Assessment as revised 10/31/07.

C. Disposition of final PUD site plan.

Moved by Ledford, supported by Wildman, to approve the final PUD site plan subject to the following:

1. The bike path will be installed (at the property owner's expense) along the frontage or alternative agreeable location at a time to be decided by the township and property owners. This agreement will be reviewed by the township attorney and be in recordable form. Further, the sidewalk from the front of the building will be eliminated from the plan;
2. The lighting plan will be as depicted on sheet L-1 and not A-1 and the fixtures will be full cut off and downward directed;
3. The requirements of the Brighton Area Fire Department, as addressed in their November 11, 2007 letter, with a potential revision to paragraph 1-A will be complied with;
4. The requirements of the township engineer as spelled out in their letter dated December 5, 2007 will be complied with and with regard to that letter, particular attention will be paid to paragraph four regarding creation of a maintenance agreement satisfactory to the Township Engineer and Township Attorney. Further, particular attention will be paid to paragraph five regarding channeling storm water overflow to the parking lot. Also,

MICHIGAN DEPARTMENT OF STATE NEWS RELEASE

TERRI LYNN LAND
SECRETARY OF STATE

FOR IMMEDIATE RELEASE
April 21, 2008

Contact: Kelly Chesney
(517) 373-2520

Protecting voter privacy **Secretary Land prevents list of voters' party preferences from being revealed**

Residents who participated in Michigan's Jan. 15 presidential primary won't have their political party preferences revealed thanks to Secretary of State Terri Lynn Land's commitment to voter privacy.

Land is refusing to release information regarding which partisan ballot each voter selected in the Jan. 15 election. Public Act 52 of 2007, which set the Jan. 15 election date, required the Secretary of State to provide Michigan's Democratic and Republican parties with a list showing voters' party preferences. Voters had to request a Democratic or Republican ballot to vote for presidential candidates.

"The purpose of the Freedom of Information Act is to provide the public with insight on the inner-workings of government," said Land, who based her decision on a recent court ruling. "A voter's political preference is strictly his or her own business. There is no public benefit to releasing such personal information. I will do everything in my power to protect the public's privacy, the right to know does not extend to the voting booth."

Residents statewide expressed outrage over the party preference list requirement, viewing it as blatant intrusion of personal privacy. In addition, many feared that publicly sharing the information could lead to voter harassment or the hindrance of job-advancement opportunities.

(more)

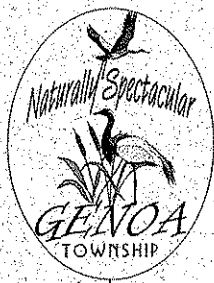
A U.S. district judge recently ruled that the PA 52 provision requiring the state to give the list only to the two major political parties is unconstitutional. The judge added that the state is not required to provide the voter list to any party. If, however, the information is provided to one group it must be made available to everyone.

The Department of State has denied a Freedom of Information Act (FOIA) request by a consulting company seeking the information. In its denial, the department cited exemptions allowed under FOIA:

- Public release of personal information that clearly constitutes an unwarranted invasion of privacy.
- Information that is specifically exempted from disclosure by statute. In this case, the judge's finding that this provision of PA 52 of 2007 is unconstitutional means that prior law prohibiting disclosure of voter party preference declaration remains in effect.

"This is an exciting year in state and national elections," Land said. "Michigan residents will have opportunities in the coming months to make their voices heard. We will continue doing everything we can to maintain voter confidence in our election system. Defending voters' privacy is key to encouraging participation in elections and ensuring the integrity of the process."

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Genoa Township

2911 Dorr Road • Brighton, Michigan 48116 • (810) 227-5225 • Fax (810) 227-3420 • Email: www.genoa.org

April 25, 2008

Livingston County Board of Commissioners
C/O County Clerk, Margaret Dunleavy
200 E. Grand River
Howell, MI 48843

Chairman Bill Rogers:

On behalf of Genoa Charter Township, I would like to thank the County Board of Commissioners for their role in allowing GIS to take on the responsibility for the Census LUCA program. Keri Konarska did an outstanding job for our Township and we commend her for her hard work. Genoa Township believes that Livingston GIS is **one of the most valuable services the County provides** and we utilize GIS every single day to the benefit of our residents. We also recently updated our zoning map and used the County GIS mapping as a base layer. Thank you. The street index provided by the county is an invaluable tool when used in relation to our Qualified Voter File. Again, thank you.

Sincerely,

Paulette A. Skolarus
Genoa Township Clerk

Cc: Keri Konarska
Genoa Charter Township Board

Supervisor
Gary T. McCririe

Clerk
Paulette A. Skolarus

Treasurer
Robin L. Hunt

Manager
Michael C. Archinal

Trustees

H. James Mortensen • Jean W. Ledford • Todd W. Smith • Steven Wildman