

# **PUBLIC HEARING**

## **Michigan Natural Resources Trust Fund Grant Application for Lower Huron Metropark**

**Huron-Clinton Metropolitan Authority  
March 8, 2018  
Administrative Office  
9:00 a.m.**

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1. Call to Order
2. Chairman's Statement
3. MNRTF Grant Application Overview – Nina Kelly
4. Public Participation
5. Motion to Close the Public Hearing

*Note: Action on the MNRTF Grant Application will be taken during the regular meeting of the Board of Commissioners following the public hearing.*



**AGENDA**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commission Meeting**  
**March 8, 2018 – 9:00 a.m.**  
**Administrative Office**

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1. Public Hearing
  - a. Michigan Natural Resources Trust Fund Grant (MNRTF), Lower Huron Metropark
2. Chairman's Statement
3. Public Participation
4. Approval – February 8, 2018 Regular Meeting and Closed Session Minutes
5. Approval – March 8, 2018 Full Agenda

**Consent Agenda**

6. **Approval – March 8, 2018 Consent Agenda**
  - a. Approval – February 2018 Financial Statements and Payment Registers **pg. 1**
  - b. Approval – February 2018 Appropriation Adjustments **pg. 3**
  - c. Purchases
    1. Golf Carts – Hudson Mills Metropark **pg. 7**
    2. Tractors – Hudson Mills, Lower Huron, Oakwoods, Willow Metroparks **pg. 9**
    3. Truck – Indian Springs, Kensington, Lower Huron Metroparks **pg. 11**
  - d. Approval – Auctioneering Services Agreement **pg. 13**
  - e. Approval – Resolution for MNRTF Grant, Lower Huron Metropark **pg. 33**
  - f. Approval – Geese Management, Lake St. Clair Metropark **pg. 43**
  - g. Approval – Letter of Support, NOAA Grant Opportunity, Lake Erie Metropark **pg. 45**
  - h. Approval – Underground Storage Tank (UST) Coverage **pg. 53**
  - i. Approval – Greenwood Farms Entertainment Agreement **pg. 55**
  - j. Approval – Border-to-Border Trail Easement Agreement, Dexter-Huron Metropark **pg. 73**
  - k. Approval – Architectural Design Services, Willow/Stony Creek/Kensington Metroparks **pg. 87**
  - l. Approval – Reservation of Rights Agreement, Stony Creek Landing **pg. 123**

**Regular Agenda**

7. Director Interviews
  - a. Candidate 1
  - b. Candidate 2
  - c. Candidate 3
  - d. Candidate 4
8. Other Business
9. Staff Leadership Update
10. Commissioner Comments
11. Motion to Adjourn

<p>The next regular Metroparks Board meeting will take place <b><u>Thursday, April 12, 2018 – 10:30 a.m.</u></b> Indian Springs Metropark, Environmental Discovery Center</p>
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## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Rebecca Franchock, Supervisor of Budget and Payroll  
Subject: Approval – February 2018 Financial Statements and Payment Registers  
Date: March 1, 2018

Due to the timing of month-end accounting processes, financial statements and payment registers for February 2018 will be sent separately prior to the March 8, 2018 meeting.





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Rebecca Franchock, Supervisor of Budget and Payroll  
Subject: Approval – February Appropriation Adjustments  
Date: March 1, 2018

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve the February 2018 Appropriation Adjustments as recommended by Supervisor of Budget and Payroll Rebecca Franchock and staff.

**Background:** The Metroparks ERP system provides a work-flow process to facilitate departmental budget management. Requested transfers are initiated by department staff and routed to the appropriate department head/district superintendent for review and approval. Finance provides a final review of the approved requests to verify that they do not negatively impact the Fund Balance.

For the month of February, \$31,638 represents funds transferred within and between the departments to cover over budget accounts or to move funds to the correct account. In addition, \$1,281 has been received from the Foundation, all but \$200 has been allocated to operating expense accounts. The net impact on Fund Balance is an anticipated increase of \$200. The result of these changes can be seen by accounting function and location in the attached appropriation adjustments.

**Attachment: February Appropriation Adjustments**





**Huron-Clinton Metropolitan Authority**  
**January 2018 Appropriation Transfer Summary**

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**Expense Accounts**

<u>Location</u>	<u>Increase</u>	<u>Decrease</u>	<u>Difference</u>
<b>Operations</b>			
Lower Huron	\$ 25,938	\$ 25,938	\$ -
Hudson Mills	\$ 5,600	\$ 5,600	\$ -
Wolcott Mill	\$ 100	\$ 100	\$ -
Total	<u>\$ 31,638</u>	<u>\$ 31,638</u>	<u>\$ -</u>
<b>Total Expense</b>	<b>\$ 31,638</b>	<b>\$ 31,638</b>	<b>\$ -</b>





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Heidi Dziak, Senior Buyer  
 Project No: ITB 2018-008  
 Project Title: Purchase – Golf Carts  
 Location: Hudson Mills Metropark, Washtenaw County  
 Date: March 1, 2018

## Action Requested: Motion to Approve

That the Board of Commissioners' approve a purchase per ITB 2018-008 from the low responsive, responsible bidder Spartan Distributors of Auburn Hills, Michigan for sixty (60) new 2018 EZGO TXT gas golf cars with USB ports (\$4,165 each) for a total cost of \$249,900, and return \$19,260 to fund balance as recommended by Senior Buyer Heidi Dziak and staff.

**Fiscal Impact:** These items were included in the 2018 Board approved budget at a total amount of \$269,160. This purchase has a positive impact on the Fund Balance in the amount of \$19,260.

**Scope of Work:** Furnish and deliver 60 new 2018 golf carts.

**Background:** The ITB was posted on the Michigan Intergovernmental Trade Network (MITN) site which provided notice of the solicitation to 41 vendors, from which seven (7) vendors downloaded the ITB.

Staff obtained pricing for standard golf carts, as well as carts equipped with either USB ports or three (3) different GPS units. The USB port offers golfers with smart phones an additional convenience without exceeding the budget amount. The USB port will enhance the golfers experience by supporting golf apps and other cell phone uses.

<u>Vendor</u>	<u>Location</u>	<u>Unit Price</u>	<u>Extended</u>
<b>Golf Cars LLC</b> (dba Midwest Golf & Turf)	Commerce Twp.		
- Offering 2018 Club Car Tempo		\$4,847.30	\$290,838.00
- Offering 2018 Club Car Precedent		\$4,498.30	\$269,898.00
<b>CCB'S LLC</b> (dba Golf Cars Plus)	Plainwell		
- Offering 2018 Yamaha The DRIVE 2**		\$4,035.00	\$242,100.00
- Offering 2018 Yamaha The DRIVE 2 QuieTech EFI**		\$4,525.00	\$271,500.00
<b>Spartan Distributors, Inc.</b>	Auburn Hills		
- Offering 2018 EZGO TXT		\$4,100.00	\$246,000.00
- Same with USB Port (\$65/golf cart)		\$4,165.00	\$249,900.00
- Same with 7-inch Text Only GPS (\$1,425/cart)		\$5,525.00	\$331,500.00
- Same with 7-inch Graphics GPS (\$1,725/cart)		\$5,825.00	\$349,500.00
- Same with 10-inch Graphics GPS (\$1,850/cart)		\$5,950.00	\$357,000.00

**\*\* The bid for the 2018 Yamaha golf carts did not provide service information as requested in the ITB which was necessary to determine what service and repair support is available for the offered golf carts. Additionally, HCMA reached out to the references included in the bid but did not receive a response.**

The ITB was competitively bid.





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Heidi Dziak, Senior Buyer  
 Project No: ITB 2018-009  
 Project Title: Purchase – Tractors  
 Location: Hudson Mills and Lower Huron Metroparks  
 Date: March 1, 2018

## Action Requested: Motion to Approve

That the Board of Commissioners' approve ITB 2018-009 to the low responsive, responsible bidders for the purchase of two (2) new tractors, one from Rosy Bros, Inc. of Dryden, Michigan for a 2018 Kubota MX5800HST tractor (\$31,580.55); and one from Weingartz Supply of Utica, Michigan for a 2018 Kubota M5-091 tractor (\$58,942) for a total price of \$ 90,422.55 as recommended by Senior Buyer Heidi Dziak and staff.

**Fiscal Impact:** These items were included in the 2018 Board approved capital equipment budget in the amount of \$95,000. This purchase has a positive net impact on the Fund Balance in the amount of \$4,577.45.

**Scope of Work:** Furnish and deliver the following tractors:

<u>Description / Location / Unit Replaced</u>	<u>Cost</u>	<u>Budget</u>
<b>Lower Huron</b>		
(1) 2018 Kubota MX5800HST Tractor w/extended warranty	\$32,480.55	\$35,000.00
> Replaces #1326 – 1992 John Deere 5300 tractor with		
• 1482 hours and frequent mechanical problems.		
○ Will be sold at auction.		
<b>Hudson Mills</b>		
(1) 2018 Kubota M5-091 HDC Tractor w/extended warranty	\$58,942.00	\$60,000.00
> Replaces three (3) tractors:		
• #184 – 1984 Ford 4610SU tractor with 3005 hours		
• #365 – 1993 John Deere 5300 tractor with 2949 hours		
• #1047 – 1988 Ford 4610SU tractor with 2321 hours		
○ All will be sold at auction		
<b>TOTAL</b>	<b>\$90,422.55</b>	<b>\$95,000.00</b>

**Background:** The ITB was posted on the Michigan Intergovernmental Trade Network (MITN) site which provided notice of the solicitation to 97 vendors, from which 9 vendors downloaded the ITB.

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**Purchases – Tractors**  
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Bid prices for equipment with filled tires are listed below. Prices for extended warranties of various years and hours are available in the procurement file.

<b><u>Vendor</u></b>	<b><u>Location</u></b>	<b><u>Kubota M5-091 HDC or Approved Equal Price</u></b>	<b><u>John Deere 4066M or Approved Equal Price</u></b>
Bader & Sons	South Lyon	\$62,745.00 (John Deere 5085E)	\$35,725.00
Boullion Sales	Dexter	\$63,231.00	\$37,445.00 (Kubota MX5800)
Burnip Equipment	Dorr	\$62,925.00 (New Holland T4.100)	\$34,995.00 (New Holland Boomer)
D&G Equipment Inc.	Williamston	\$59,825.11 (John Deere 5090E)	\$35,917.76
Flint New Holland Inc.	Burton	\$57,644.93	No Bid
Rosy Bros Inc. <sup>(1)</sup>	Dryden	\$59,951.00 (M5-091 HDC)	\$31,580.55 (Kubota MX5800HST)
		\$60,951.00 (M5-091 HDC12)	\$36,710.40 (Kubota L6060HST)
Sell's Equipment	Woodhaven	No Bid	\$40,930.23
Tri County Equipment	Sandusky	\$62,600.00	\$33,190.00
Weingartz Supply <sup>(2)</sup>	Utica	\$55,942.00	\$34,140.00

(1) Low bid for John Deere 4066M or approved equal.

(2) Low bid for Kubota M5-091 HDC or approved equal.



# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Heidi Dziak, Senior Buyer  
 Project No: ITB 2018-015  
 Project Title: Purchase – Trucks  
 Location: Indian Springs, Kensington, Lower Huron Metroparks  
 Date: March 1, 2018

## Action Requested: Motion to Approve

That the Board of Commissioners' approve ITB 2018-015 to the low responsive, responsible bidder Signature Ford of Owosso, Michigan for the purchase of three (3) new Ford F-250 trucks with four-wheel drive in the total amount of \$97,581 as recommended by Senior Buyer Heidi Dziak and staff.

**Fiscal Impact:** These items were included in the 2018 Board approved budget at a total amount of \$102,000. This purchase has a positive net impact on the Fund Balance in the amount of \$4,419.

**Scope of Work:** Furnish and deliver the vehicles listed below to replace worn and aging equipment. The vehicles being replaced have one or more of the following conditions:

- 10 or more years old
- Significant amount of rust
- 100,000 or more miles
- Major mechanical problems

<u>Description / Location / Unit Replaced</u>	<u>Cost</u>	<u>Budget</u>
<b>Lower Huron</b>		
(1) 2018 Ford F-250 Super Cab, 4x4, 6 ¾-foot box, w/plow	\$35,688.00	\$36,000.00
➤ Replaces #1578 – 2004 GMC Pickup, 86,271 miles with rust		
○ will be sold at auction.		
<b>Indian Springs</b>		
(1) 2018 Ford F-250 Regular Cab, 4x4, 8-foot box, w/plow	\$34,677.00	\$36,000.00
➤ Replaces #1404 and #1408 – 2016 F250 with V-Boss plow, 3,468 miles which will be transferred to Lower Huron to replace #2001 and #2004 – a 2006 GMC Pickup with 102,401 miles and 2006 Western plow		
○ will be sold at auction		
<b>Kensington</b>		
(1) 2018 Ford F-250 Regular Cab, 4x4, 8-foot box	\$28,075.00	\$30,000.00
➤ Replaces #2 – 2005 GMC Pickup, 109,634 miles;		
○ will be sold at auction.		
<b>TOTAL</b>	<b>\$97,581.00</b>	<b>\$102,000.00</b>

**Background:** The ITB was posted on the Michigan Intergovernmental Trade Network (MITN) site which provided notice of the solicitation to 71 vendors, from which 15 vendors downloaded the ITB.

<u>Vendor</u>	<u>Location</u>	<u>Total Price for all Trucks</u>
Signature Ford-Lincoln* - <i>Bid #2 with Knapheide upfitting</i>	Owosso	\$97,581.00
Gorno Ford	Woodhaven	\$98,368.00
Jack Demmer Ford	Wayne	\$99,924.93
Jorgensen Ford	Detroit	\$101,700.00
Signature Ford-Lincoln - <i>Bid #1 with NBC Truck upfitting</i>	Owosso	\$104,966.00

\*Low Bidder for each of the three (3) trucks and for all trucks combined.

The ITB was competitively bid.





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Heidi Dziak, Senior Buyer  
 Project No: State of Michigan Contract # 071B4300143  
 Project Title: Approval – Live Auctioneering Service Agreement  
 Location: Kensington Metropark  
 Date: March 1, 2018

## Action Requested: Motion to Approve

That the Board of Commissioners' approve the use of the state of Michigan Contract #071B4300143 for live auctioneering services to the low responsive, responsible bidder, Chuck Cryderman and Associates LLC as recommended by Senior Buyer Heidi Dziak and staff.

**Fiscal Impact:** There is no fiscal impact.

**Scope of Work:** Provide live auctioneering services for the Metroparks on Sept. 22, 2018 at the Kensington Metropark warehouse and maintenance grounds. Viewing will start at 8:00 a.m. and the auction will start promptly at 10:00 a.m. The service includes advertising and promoting the auction, collecting taxes and verifying all information to Metroparks.

**Background:** The auctioneering fee is paid by a 6 percent buyer's commission fee (this fee is included on the per item bid). In the 2018 General Fund budget, staff estimated \$250,000 in revenue from the sale of surplus equipment.

Chuck Cryderman and Associates has provided live auction services to the Metroparks for more than 20 years and is currently the vendor of choice for the state of Michigan auctioneer services.

Due to the state of Michigan MiDeal contract, which are contracts available for use by all governmental agencies, the Metroparks did not bid this service.

## Vendor

Chuck Cryderman and Associates, LLC

## Location

Armanda, MI

All state of Michigan Contracts are competitively bid.

**Attachment: Cryderman and Associates Service Agreement**



**PROFESSIONAL SERVICES AGREEMENT**

between

**Huron-Clinton Metropolitan Authority**

and

**Chuck Cryderman & Associates, I.LC**

for

**Auctioneer Services for 2018**

AGREEMENT EXPIRATION DATE: December 31, 2018

This Professional Services Agreement (the "Agreement") made this 8<sup>th</sup> day of March, 2018 between the Huron-Clinton Metropolitan ("HCMA"), a Michigan public body corporate, whose address is 13000 High Ridge Drive, Brighton, Michigan 48114 ("HCMA"), and Chuck Cryderman & Associates, L.L.C., a Michigan limited liability company ("Contractor"). In this Agreement, either the Contractor or HCMA may be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, HCMA desires to retain the Contractor to provide certain services as described herein upon the terms and conditions set forth herein and the Contractor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONTACTS.** The following individuals shall be primarily responsible for the administration of this Agreement. The addresses and telephone numbers shall be used for all notices required under the Agreement.

- a. HCMA

Huron-Clinton Metropolitan Authority  
Heidi A. Dziak, CPPB  
Senior Buyer  
13000 High Ridge Drive  
Brighton, MI 48114  
T: 810.227.2757 / F: 810.225.6212

- b. Contractor

Chuck Cryderman & Associates, L.L.C.  
Charles P. Cryderman  
73600 Church St.  
Armada, Michigan 48005  
T: 586.784.8890

2. **SCOPE OF CONTRACTOR 'S SERVICES**

Contractor shall serve as an auctioneer for the 2018 annual auction (the "Auction") of surplus HCMA equipment, as more fully described in Exhibit A, attached hereto (the "Services").

3. **COMPENSATION AND INVOICING**

- a. Compensation. Contractor shall be paid 9% of the sale price of each item of equipment sold at the Auction; provided, however, that Contractor shall be paid 6 percent of the sale prices for those items of equipment that are purchased with cash or by check.

- b. Invoices. Contractor shall submit to HCMA invoices for Services provided. Contractor shall attach sufficient information to each invoice to enable HCMA to be able to identify the Services performed, the individuals performing the Services, and the agreement under which the Services were performed for the applicable invoice period. Invoices shall be submitted to HCMA at the address listed in section 1, Attention: Accounts Payable. HCMA shall pay invoices for Services satisfactorily performed within forty-five (45) days after receipt of a complete invoice from Contractor. In the event that HCMA reasonably disputes any amount that appears on an invoice from Contractor, the Parties shall work together in good faith to resolve the dispute. HCMA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) HCMA continues to pay any undisputed amounts consistent with this Agreement, (ii) Contractor shall continue to provide all of the Services and otherwise perform its obligations under the Agreement, and (iii) HCMA shall provide a written explanation for any disputed amount with specific remedies it believes needs to be taken. Nonpayment by HCMA of disputed amounts shall not constitute a breach of HCMA's obligations regarding payment to Contractor or otherwise be considered a basis for termination of this Agreement.

#### **4. TERM, TERMINATION, NOTICE AND AMENDMENTS**

- a. Term. This Agreement shall become effective on the later date each of the following have occurred: (i) the Board of Commissioners of the HCMA or its lawful designee has approved this Agreement; (ii) the governing body of the Contractor or its lawful designee has approved this Agreement; (iii) a lawful agent of the HCMA has executed the Agreement; (iv) a lawful agent of the Contractor has executed the Agreement; and (v) all conditions precedent to the effectiveness of the Agreement have occurred. The Agreement shall expire with no further act or notice on December 31, 2018, and unless otherwise terminated or canceled as provided below. The Parties are under no obligation to renew or extend this Agreement after the expiration date. This Agreement may be extended by written, mutual agreement of the Parties.
- b. Termination. HCMA may terminate and/or cancel this Agreement (or any part thereof) at any time during the term, any renewal, or any extension of this Agreement, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice. Upon receipt of such notice, Contractor shall immediately cease performing the Services.

HCMA may immediately terminate this Agreement for cause if Contractor is in breach of the Agreement without incurring obligation or penalty of any kind, which shall be communicated to Contractor by written notice of breach. The notice of breach shall include a statement of facts that cause HCMA to believe Contractor is in breach of the Agreement. The effective date for termination or cancellation shall be clearly stated in the written notice of breach.

HCMA's sole obligation in the event of termination is for payment for actual Services rendered by the Contractor before the effective date of termination. Under no circumstances shall the HCMA be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or herein.

Contractor may terminate and/or cancel this Agreement (or any part thereof) at any time upon ninety (90) days written notice to HCMA, if HCMA defaults in any obligation contained herein, and within the ninety (90) day notice period the HCMA has failed or has

not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.

- c. Notice. Notices given under this Agreement shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed in Section 1. Notice will be deemed given on the earlier of: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

- d. Agreement Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by the Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by a lawfully authorized employee of Contractor and HCMA.

## **5. CONTRACTOR 'S REPRESENTATIONS, WARRANTIES AND COVENANTS**

- a. Organization and Good Standing. The Contractor: (a) (i) is duly organized, validly existing and in good standing under the laws of the State of Michigan, or (ii) is duly organized, validly existing and in good standing under the laws of another state as indicated in the preamble to this Agreement and is duly authorized to conduct business in the State of Michigan, and (b) has all requisite power and authority to own, operate and lease its properties, if applicable.
- b. Power and Authority. The Contractor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Contractor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Contractor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Contractor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.
- c. No Conflict or Breach. The execution, delivery and performance by the Contractor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Contractor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.
- d. No Debarment, Pending Governmental Action or Record of Violations. The Contractor has not been debarred by either the federal, state or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. The Contractor has no record of violation of any federal, state or local government's procurement, and contracting or ethics rules.
- e. Conflicts; No Undue or Improper Influence or Inducement. The Contractor represents and warrants that it has disclosed in writing any existing conflicts of interest involving HCMA, and that it will disclose in writing to HCMA any conflicts that arise during the term of this Agreement. The Contractor represents and warrants that it has not, and will not, offer to

HCMA or any of HCMA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with HCMA.

- f. Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training, skill, and licensure if appropriate. The Contractor's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to HCMA's operations or to which HCMA is otherwise bound and the requirements and timeline as outlined in BEACH Act GRANT AGREEMENT between the MDEQ and the HCMA as outlined in Appendix A (Exhibit A). The Contractor has, and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of the Contractor contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.
- g. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the HCMA herein.
- h. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. HCMA shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
- i. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Agreement, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all Services for the HCMA including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- j. Contractor Employees. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Agreement. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor's Employee. All employees of Contractor assigned to work under this Agreement may, at the HCMA's discretion, be subject to a security check and clearance by HCMA.
- k. Contractor Employee-Related Expenses. All employees of Contractor shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all of Contractor's Employees shall fully comply with and adheres to all of the terms of this Agreement. Contractor shall indemnify and hold the HCMA harmless for all Claims (as defined in this Agreement) against the HCMA by any Contractor Employee, arising out of any Agreement for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- l. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before entering into this Agreement, it had a full opportunity to review the proposed Services, and review all HCMA requirements and/or expectations under this Agreement. The Contractor is responsible for being adequately and properly prepared to execute this Agreement. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Agreement as specified herein.
- m. Independent Contractor. The Contractor's relationship to the HCMA is that of an Independent Contractor. Nothing in this Agreement is intended to establish an employer-

employee relationship between HCMA and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide Services under this Agreement by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-Contractor of HCMA.

- n. Not Iran-Linked Business. Contractor is not an “Iran-Linked Business” as defined in Act 517, Public Acts of Michigan, 2012, being MCL 129.311 et. seq.

## **6. INSURANCE, INDEMNIFICATION, AND RELEASE**

### **a. Insurance.**

- i. As a condition precedent to the effectiveness of this Agreement, the Contractor shall obtain and maintain insurance according to the specifications according to the specifications contained in Exhibit B and in compliance with this Agreement. If any insurance required hereunder lapses at any time during the Term of the Agreement, HCMA retains the right to immediately terminate this Agreement.
- ii. General Certificates of Insurance. All Certificates of Insurance shall contain the following clauses:
  - 1. “The insurance company(s) issuing the policy or policies shall have no recourse against the HCMA for payment of any premiums or for assessments under any form of policy”.
  - 2. “Any and all deductibles in the above-described insurance policies shall be assumed by and be or the amount of, and at sole risk of, the Contractor.”
- iii. The general liability shall be primary and non-contributory. General Liability shall be on a per jobsite basis.
- iv. All Certificates are to provide 30-day notice of material change or cancellation. Certificates of Insurance and insurance binders must be provided no less than ten (10) working days before commencement of work to the HCMA Purchasing Department. Insurance carriers are subject to the approval of the HCMA.
- v. The HCMA shall be named as an additional insured to this coverage in a form no more restrictive than the current ISO form.

### **b. Indemnification, Release, Limitation of Liability and Disclaimer of Warranties.**

- i. Indemnification and Release. Contractor shall indemnify, defend and hold HCMA harmless from any and all Claims (as defined in this Agreement) which are incurred by or asserted against HCMA by any person or entity, alleged to have been caused or found to arise, from the negligent acts, performances, errors, or omissions of Contractor or Contractor’s Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

The indemnification rights contained in this Agreement are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Agreement, if the validity or collectability of the Contractor’s insurance is disputed by the insurance company, the Contractor shall indemnify HCMA for all claims asserted against the HCMA and if the insurance company prevails, the Contractor shall indemnify the HCMA for uncollectable amounts.

Contractor shall have no rights against HCMA for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by HCMA except as expressly provided herein.

Contractor waives and releases all actions, liabilities and damage including any subrogated rights it may have against HCMA based upon any Claim brought against HCMA.

- ii. Limitation of Liability. Neither Party shall be liable to the other for any amounts representing loss or profit, loss of business, or other incidental, consequential or punitive damages of the other Party due to the results of the Research Project.
- iii. Disclaimer of Warranties. THE AUTHORITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE RIGHTS OF THE AUTHORITY, IN NO EVENT SHALL THE AUTHORITY'S AGGREGATE LIABILITY UNDER OR RELATING TO THIS AGREEMENT AT ANY TIME EXCEED THE TOTAL AMOUNT PAID TO THE AUTHORITY AS PROVIDED HEREIN.

## **7. AGREEMENT DOCUMENTS, PRECEDENCE**

- a. Agreement Documents; Precedence. The following documents are incorporated into this Agreement. In the event of a conflict between or among any provisions of any of these documents, the provisions of the document contained in this list shall apply in descending order, such that the provisions contained in section 7.a.1 shall take precedence over the provisions of the document contained in section 7.a.2, and so forth.
  - i. This Agreement; and
  - ii. Exhibit A hereto; and
  - iii. Exhibit B hereto; and
  - iv. Exhibit C hereto.

## **8. DEFINITIONS AND GENERAL TERMS AND CONDITIONS**

- a. Definitions. The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:
  - i. "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor , and also includes any licensees, concessionaires, associate researcher, independent sub-Contractor , Contractor 's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
  - ii. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or



liabilities of any kind which are imposed on, incurred by, or asserted against HCMA, or for which the HCMA may become legally and/or contractually obligated to pay or defend against, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- iii. "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
  - iv. "HCMA" means the Huron-Clinton Metropolitan Authority, a Michigan public body corporate, its respective appointed officers, official employees, committees, and "HCMA Agent" as defined below.
  - v. "HCMA Agent" means all appointed HCMA officials, officers, directors, board members, commissioners, HCMA employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "HCMA Agent" shall also include any person who was a "HCMA Agent" anytime during the term of this Agreement but, for any reason, is no longer employed, appointed, or serving as an Agent.
  - vi. "Services" means the obligations Contractor shall provide or perform pursuant to this Agreement.
- b. General Terms and Conditions. The following general terms and conditions shall apply to this Agreement.
- i. Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
  - ii. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
    - "CONTRACTOR 'S ASSURANCES AND WARRANTIES";
    - "CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
    - "Damage Clean Up To HCMA Property and/or Premises";
    - "Audit";
    - "Severability";
    - "Governing Law/Consent To Jurisdiction And Venue"; and
    - "Survival of Terms And Conditions".
  - iii. HCMA Right to Suspend Services. Upon written notice, HCMA may suspend performance of this Agreement if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Agreement. The right to suspend Services is in addition to the HCMA's right to terminate and/or cancel this Agreement. The HCMA shall incur no penalty, expense, or liability to Contractor if HCMA suspends Services under this Section.
  - iv. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise,

- contract right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Agreement, and/or any other right, in favor of any other person or entity.
- v. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Agreement all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Agreement and to conduct business under this Agreement. Upon request by HCMA, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide Services under this Agreement.
  - vi. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.

Contractor shall promptly notify the HCMA of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.

HCMA, in its discretion, may consider any illegal discrimination described above as a breach of this Agreement and may terminate or cancel this Agreement immediately with notice.

- vii. Reservation of Rights. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the HCMA.
- viii. Force Majeure. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this Agreement in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.
- ix. Conflict of Interest and Warranty. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no Agreements shall be entered into between the HCMA, including all agencies and departments thereof, and any HCMA Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the HCMA. Contractor shall give HCMA notice if there are any HCMA Agents or relatives of HCMA Agents who are presently employed by Contractor.

Contractor warrants that before submitting its Proposal and/or entering into this Agreement it has performed an inquiry within its firm to determine whether the Services to be provided under this Agreement may pose a conflict of interest. For purposes of this Agreement, a conflict of interest occurs when the Services to be provided conflict, are adversarial to, may influence Contractor's judgment or appear to influence Contractor's judgment or quality of Services under the Agreement with the Contractor's representation of other clients. Except as provided herein

Contractor shall certify, to the best of its knowledge, to the HCMA that there are no Conflicts of Interest by providing the Services under this Agreement.

If at any time Contractor determines that there is a Conflict of Interest or potential Conflict of Interest then the Contractor shall disclose such Conflict of Interest(s) to the HCMA. The HCMA may request that the Contractor obtain a waiver or acknowledgment of the conflict from its client(s).

In the event that a Conflict of Interest arises in the course of providing Services under this Agreement, Contractor may be required to withdraw from its representation of the HCMA and may be liable for incremental costs, if any, associated with HCMA having to engage another consulting firm to perform the Services under this Agreement.

- x. **Damage Clean up to HCMA or HCMA Property and/or Premises.** Contractor shall be responsible for any unexpected and/or unnecessary damage to any HCMA property, its premises, that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of HCMA. If the damage cannot be completed to the HCMA's satisfaction, Contractor shall reimburse HCMA the actual cost for repairing or replacing the damage property. The Contractor shall be responsible for assuring that all HCMA sites are restored to their original condition.
- xi. **Contractor Use of Confidential Information.** The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its Services under this Agreement. Notwithstanding the foregoing, Contractor may disclose the Confidential Information if required by law, statute or other legal process; provided that Contractor (i) gives HCMA prompt written notice of an impending disclosure, (ii) provides reasonable assistance to HCMA in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

This Agreement imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor prior to its receipt from HCMA, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

As used in this Agreement, Confidential Information means all information that HCMA is required or permitted by law to keep confidential.

- xii. **Contractor Use of HCMA Licensed Software.** In order for the Contractor to perform its Services under this Agreement, HCMA may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to HCMA. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of HCMA and/or the licensor. Furthermore, neither the Contractor nor any Contractor employee shall produce a source listing, decompile, disassemble, or otherwise reverse Contractor any copyrighted Software. Neither the Contractor nor Contractor Employee shall

use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.

- xiii. Grant Compliance. If any part of this Agreement is supported or paid for with any state or federal funds granted to HCMA, the Contractor shall comply with all applicable grant requirements.
- xiv. Project Managers. Each Party shall designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the Services to be performed under this Agreement. The Contractor's Project Manager shall coordinate with HCMA's Project Manager; the Contractor shall provide the name and qualifications of its Project Manager and an alternate.
- xv. Agreement Administrator. Each Party may designate an employee or agent to act as Agreement Administrator. The HCMA's Agreement Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of Services provided by the Contractor, reviewing invoices and submitting requests to the HCMA's procurement authority for any Agreement modification in accordance with this Agreement.
- xvi. Dispute Resolution. Unless the Parties agree otherwise, any claims, disputes or other matters in controversy arising out of or related to this Agreement shall be subject to mediation as provided herein as a condition precedent to litigation:
  - 1. The Party bringing a claim shall give notice to the other Party and, in writing, propose a meeting within fourteen (14) days after the claim arises in which to discuss and attempt to resolve the claim.
  - 2. In the event the meeting between the Parties to resolve the claim does not resolve the dispute or does not take place within said fourteen (14) day period, the Parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to subparagraph (1) above. The mediator shall render his or her decision within fourteen (14) days of said meeting. The Parties may, by mutual written agreement, extend the time periods required under this subparagraph.
  - 3. The purpose of mediation is to attempt to resolve the dispute between the Parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
  - 4. In the event the independent mediator's attempt to resolve the dispute between the Parties fails, then each Party will be free to any claims at law in a court of competent jurisdiction.
  - 5. During the pendency of this alternative dispute resolution process, the Parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.
- xvii. Access and Records. Contractor will maintain accurate books and records in connection with the Services provided under this Agreement for 36 months after end of this Agreement, and provide the HCMA with reasonable access to such book and records.

- xviii. Audit. Contractor shall allow HCMA's auditing division, or an independent auditor hired by the HCMA, to perform finance compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Agreement, and for a period of three years after final payment.

Contractor shall explain any audit finding, questionable costs, or other Agreement compliance deficiencies to the HCMA within forty-five (45) days of receiving the final audit report. Contractor's response shall include all necessary documents and information that refute the final audit report. Failure by Contractor to respond in writing within 45 days shall be deemed acceptance of the final audit report.

- xix. Delegation, Sub-Contract Agreement and Assignment. Contractor shall not delegate, assign, or sub contract any obligations or rights under this Agreement without the prior written consent of HCMA. The rights and obligations under this Agreement shall not be diminished in any manner by assignment, delegation or sub contract. Any assignment, delegation, or sub contract by Contractor and approved by HCMA, must include a requirement that the assignee, delegee, or sub-Contractor will comply with the rights and obligations contained in this Agreement. The Contractor shall remain primarily liable for all work performed by any sub-Contractor. Contractor shall remain liable to HCMA for any obligations under the Agreement not completely performed by any Contractor delegee or sub-Contractor. Should a sub-Contractor fail to provide the established level of service and response, the Contractor shall Agreement with another agency for these Services in a timely manner. Any additional costs associated with securing a competent sub-Contractor shall be the sole responsibility of the Contractor. This Agreement cannot be sold. In the event that a Petition in Bankruptcy is filed and there is an assignment of this Agreement by a Court, HCMA may declare this Agreement null and void.
- xx. Non- Exclusive Agreement. No provision in this Agreement limits, or is intended to limit, in any way the Contractor's right to offer and provide its Services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Agreement. Similarly, this Agreement is a non-exclusive agreement and the HCMA may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Agreement, this Agreement shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or Services to be rendered to HCMA.
- xxi. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- xxii. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of

- the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
- xxiii. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Agreement to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the HCMA harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against HCMA.
- xxiv. Rules of Construction. The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.
- xxv. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- xxvi. Governing Laws/Consent to Jurisdiction and Venue. This Agreement shall be governed, interpreted and enforced by the laws of the State of Michigan. [Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 44th Judicial Circuit Court of the State of Michigan (Livingston County), the 53rd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.
- xxvii. Entire Agreement. This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements or Agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

**(Signature page follows)**

The undersigned executes this Agreement on behalf of Contractor and HCMA, and by doing so legally obligates and binds Contractor and the HCMA to the terms and conditions of this Agreement.

**CONTRACTOR:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ appeared in person before me this day and executed this Agreement on behalf of Contractor and acknowledged to me under oath that he/she has taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from Contractor to fully and completely obligate and bind Contractor to the terms and conditions of this Agreement and any and all other documents incorporated by reference and also acknowledged to me under oath having been provided with copies and having read and reviewed all Agreement documents including all documents incorporated by reference.

Subscribed and sworn to before me on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

\_\_\_\_\_ County, Michigan

Acting in \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

**HURON-CLINTON METROPOLITAN AUTHORITY:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: David Kirbach Title: Deputy Director

**PROFESSIONAL SERVICES AGREEMENT**  
BETWEEN  
**HURON-CLINTON METROPOLITAN AUTHORITY**  
AND  
**CHUCK CRYDERMAN & ASSOCIATES, LLC**  
AGREEMENT EXPIRATION DATE: December 31, 2018

**EXHIBIT A**

**Services**

It is agreed that Chuck Cryderman & Associates, LLC will provide the following in conjunction with organizing and conducting an onsite auction for the purpose of disposal of surplus equipment and supplies at Kensington Metropark Warehouse located at 2240 West Buno Road, Milford, MI 48380, September 22, 2018. Public viewing of auction items will begin at 8:00 a.m. and the auction will begin at 10:00 a.m.

In addition, the Contractor agrees to provide the following:

- Presale picture and write-up of each piece of equipment.
- 5,000 post cards printed and first class mailings to past Metropark and State of Michigan Municipal bidders, including preparation and design of brochure, with all ad print copy to be preapproved by purchasing.
- Newspaper advertising, with all ad copy to be preapproved by purchasing manager.
- Ads of sufficient size in local major papers each Sunday two weeks prior to auction.
- Copies of ads run in local newspapers are to be sent to the purchasing manager.
- Prepare sale day catalog with lot numbers and description, mileage, hours, serial number (if available) of all equipment, providing adequate copies for day of sale.
- Place description and picture on Cryderman website for presale inspection.
- Register all prospective bidders prior to start of bidding. Bidder must be registered in order to purchase goods.
- Handle auction and clerking day of sale.
- Handle all collections, including sales tax, setting of terms of payment, collecting all monies, and being completely responsible for the accountability of the sale. The receipts and total sale amount must all agree, match and balance.
- All checks are to be made payable to auctioneer. The Huron-Clinton Metropolitan Authority is not to be held liable for any uncollected fees.
- Provide the Huron-Clinton Metropolitan Authority with a complete accounting of sale and check for proceeds within seven (7) business days including lot number, sale price, buyer information and transporting charges, if applicable.
- Provide computer generated sales receipts to Huron-Clinton Metropolitan Authority and purchaser at the time of sale.
- The Auctioneer is to provide at his expense, a minimum of two (2) auctioneers, and eight (8) employees for: cashiering, bookkeeping, registration clerks, lot spotters, pre-sale set up and post sale.



- Auctioneer is to provide all printed forms including but not limited to receipts. Also to provide:
  - PA system (fixed and portable) to allow acceptable range;
  - Registration forms;
  - Auction sales listing sheet;
  - Lot numbers and computer system capable of lot totals and gross totals.
- Auctioneer will provide the capability for customers to make purchases via credit or debit card transactions.

The Huron-Clinton Metropolitan Authority agrees to provide:

- All necessary titles for vehicles properly executed.
- Supply complete listing of equipment to be sold twenty-one (21) days prior to date of sale.
- Provide staff to start all automobiles or other vehicles on day of auction sale beginning at 8:00 a.m. and to assist with loading.
- Supply road signs and security for auction site the day of the sale.
- Supply power for auctioneer's portable trailer.
- Supply telephone line for charge card machine for auctioneer's trailer.
- Handle and haul equipment from each park to sale location.
- Handle presale set up of equipment, including lot numbering and tagging.
- Porta-Johns

**PROFESSIONAL SERVICES AGREEMENT**  
BETWEEN  
**HURON-CLINTON METROPOLITAN AUTHORITY**  
AND  
**CHUCK CRYDERMAN & ASSOCIATES, LLC**  
AGREEMENT EXPIRATION DATE: December 31, 2018

**EXHIBIT B**

**Huron-Clinton Metropolitan Authority**

**Insurance Rider**

The Contractor, or any of their sub-Contractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and permitted to do business in the State of Michigan and acceptable to HCMA. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIRs) are the responsibility of the Contractor.

The Contractor and any sub-Contractor shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor's Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
3. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$2,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Liquor Liability Insurance** for events where alcohol is served, coverage with limits of liability not less than \$4,000,000 per occurrence and aggregate.
5. **Limits of Liability** referenced above may be obtained with primary policies or by the use of primary policies and umbrella coverage.
6. **Additional Insured:** Commercial General Liability, Automobile Liability, and Liquor Liability as described above, shall include an endorsement stating the following shall be **Additional Insureds:** HCMA, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming HCMA as additional insured, coverage afforded is considered to be primary and any other insurance HCMA may have in effect shall be considered secondary and/or excess.
7. **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: HCMA, attention Executive Director.

8. **Proof of Insurance Coverage:** The Contractor shall provide HCMA, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
9. **Commercial Property Insurance:** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
10. **General Insurance Conditions:** The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions:
  - a. The insurance company(s) issuing the policy(s) shall have no recourse against the HCMA for subrogation, premiums, deductibles, or assessments under any form;
  - b. All policies shall be endorsed to provide a written waiver of subrogation in favor of HCMA;
  - c. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to HCMA at least ten (10) days prior to the expiration date.





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Nina Kelly, Manager of Planning  
 Subject: Approval – Grant Applications and Resolutions, Lower Huron Metropark  
 Date: March 1, 2018

### **Action Requested: Motion to Approve Resolutions**

That the Board of Commissioners' approve a resolution for (1) the Michigan Department of Natural Resources (MDNR) Michigan Natural Resources Trust Fund (MNRTF) grant application; and (2) approve a resolution for the MDNR Land and Water Conservation Fund (LWCF) grant application as recommended by Manager of Planning Nina Kelly and staff.

**Fiscal Impact:** There is no fiscal impact to these resolutions. Should grant funding be awarded, the project would be included in the 2019 budget.

**Background:** The North Fishing Site at Lower Huron Metropark is a popular location for boating, fishing, picnicking and as a departure point for those using the hike/bike trail. The parking lot is frequently over capacity during peak season and expanded parking has been identified as a critical need. The area is a popular access and launch site for kayaks and canoes, however, no path connects the parking lot or trail to the boat launch, thereby making it inaccessible for physically handicapped individuals. Similarly, there are no handicap accessible picnic amenities available.

The redevelopment of the North Fishing Site is planned to include accessibility improvements to the canoe/kayak launch, picnic area and parking lot; expanded parking lot with trailer parking spaces; new turnaround drop-off for paddlers; and a trailhead structure that incorporates Iron Belle Trail and Huron River National Water Trail information.

The proposed improvements are generally identified in the Lower Huron Master Plan adopted by the Board of Commissioners in December 2016 and in the system-wide Community Recreation Plan, adopted in September 2017.

The overall purpose of both the MNRTF and the LWCF grant programs is to develop public recreational resources, with a specific emphasis on funding trails, community recreation, green technology, coordination and communication and universal access. The LWCF program is specifically allocated to outdoor recreation projects. For Metroparks purposes, both applications will require a 50 percent match.

The proposed project total cost is estimated at \$288,700, with \$144,350 in grant funding, \$126,000 in cash outlay and \$18,350 in Metroparks workforce labor. Grant funds would be provided as an expense reimbursement. Match funding would be allocated in the 2019 HCMA annual budget.

Submitting the same project to both grant programs increases the likelihood of funding with minimal additional work. If one is selected for funding, the Metroparks will be asked to withdraw the other application. The deadline for both application's submission is April 1, 2018.

Projects recommended for grant funding are submitted to the MDNR director in December 2018, notification will be received in winter 2019 and issuance of project agreements is anticipated in spring 2019.

It is estimated that surveying, final site plans, permits and bidding would take place in 2019 with construction likely in Spring 2020. Grant funds are provided on a reimbursement basis.

**Attachments:**        **Resolution supporting the Michigan MNRTF grant application**  
                              **Resolution supporting the Michigan LWCF grant application**  
                              **North Fishing Site existing conditions/redevelopment concept plan**



**HURON-CLINTON METROPOLITAN AUTHORITY  
RESOLUTION**

**Resolution No. 2018-01**

Upon Motion made by Commissioner \_\_\_\_\_

Upon Support from Commissioner \_\_\_\_\_

**WHEREAS**, the Huron-Clinton Metropolitan Authority ("Authority") supports the submission of an application titled, "Redevelopment of the North Fishing Site at Lower Huron Metropark" to the Michigan Department of Natural Resources grant program – Michigan Natural Resources Trust Fund; and

**WHEREAS**, the proposed improvements are identified in the Five-Year Recreation Plan of the HCMA as a priority, adopted by the Board of Commissioners of the Authority at their regular meeting on Thursday, September 14, 2017; and

**WHEREAS**, the Authority desires to redevelop the North Fishing Site at Lower Huron Metropark to include accessibility improvements to the canoe/kayak launch, picnic area and parking lot; expanded parking lot with trailer parking spaces; new turnaround drop-off for paddlers; and a trailhead structure that incorporates Iron Belle Trail and Huron River National Water Trail information; and

**WHEREAS**, the Grant Writer in conjunction with the Manager of Planning and the Manager of Engineering has prepared a grant request for \$144,350 from the Michigan Natural Resources Trust Fund program to assist in funding the \$288,700 redevelopment cost.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Huron-Clinton Metropolitan Authority does hereby authorize the commitment of \$126,000 in cash outlay, \$18,350 in workforce labor and other sources of in-kind contributions as necessary, toward the completion of the proposed project; and

**BE IT FURTHER RESOLVED** that the Huron-Clinton Metropolitan Authority hereby expresses its support for said grant application be made to the Michigan Department of Natural Resources for a Michigan Natural Resources Trust Fund grant program.

AYES: Commissioners: \_\_\_\_\_

NAYS: Commissioners: \_\_\_\_\_

ABSTAIN: Commissioners: \_\_\_\_\_

ABSENT: Commissioners: \_\_\_\_\_

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority, on Thursday, March 8, 2018.

\_\_\_\_\_  
Bernard Parker, Secretary







**HURON-CLINTON METROPOLITAN AUTHORITY  
RESOLUTION**

**Resolution No. 2018-02**

Upon Motion made by Commissioner \_\_\_\_\_

Upon Support from Commissioner \_\_\_\_\_

**WHEREAS**, the Huron-Clinton Metropolitan Authority ("Authority") supports the submission of an application titled, "Redevelopment of the North Fishing Site at Lower Huron Metropark" to the Michigan Department of Natural Resources grant program – Land and Water Conservation Fund; and

**WHEREAS**, the proposed improvements are identified in the Five-Year Recreation Plan of the HCMA as a priority, adopted by the Board of Commissioners of the Authority at their regular meeting on September 14, 2017; and

**WHEREAS**, the Authority desires to redevelop the North Fishing Site at Lower Huron Metropark to include accessibility improvements to the canoe/kayak launch, picnic area, and parking lot; expanded parking lot with trailer parking spaces; new turnaround drop-off for paddlers; and a trailhead structure that incorporates Iron Belle Trail and Huron River National Water Trail information; and

**WHEREAS**, the Grant Writer in conjunction with the Manager of Planning and the Manager of Engineering has prepared a grant request for \$144,350 from the Land and Water Conservation Fund grant program to assist in funding the \$288,700 redevelopment cost.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Huron-Clinton Metropolitan Authority does hereby authorize the commitment of \$126,000 in cash outlay, \$18,350 in workforce labor and other sources of in-kind contributions as necessary, toward the completion of the proposed project; and

**BE IT FURTHER RESOLVED** that the Huron-Clinton Metropolitan Authority hereby expresses its support for said grant application be made to the Michigan Department of Natural Resources for a Land and Water Conservation Fund grant program.

AYES: Commissioners: \_\_\_\_\_

NAYS: Commissioners: \_\_\_\_\_

ABSTAIN: Commissioners: \_\_\_\_\_

ABSENT: Commissioners: \_\_\_\_\_

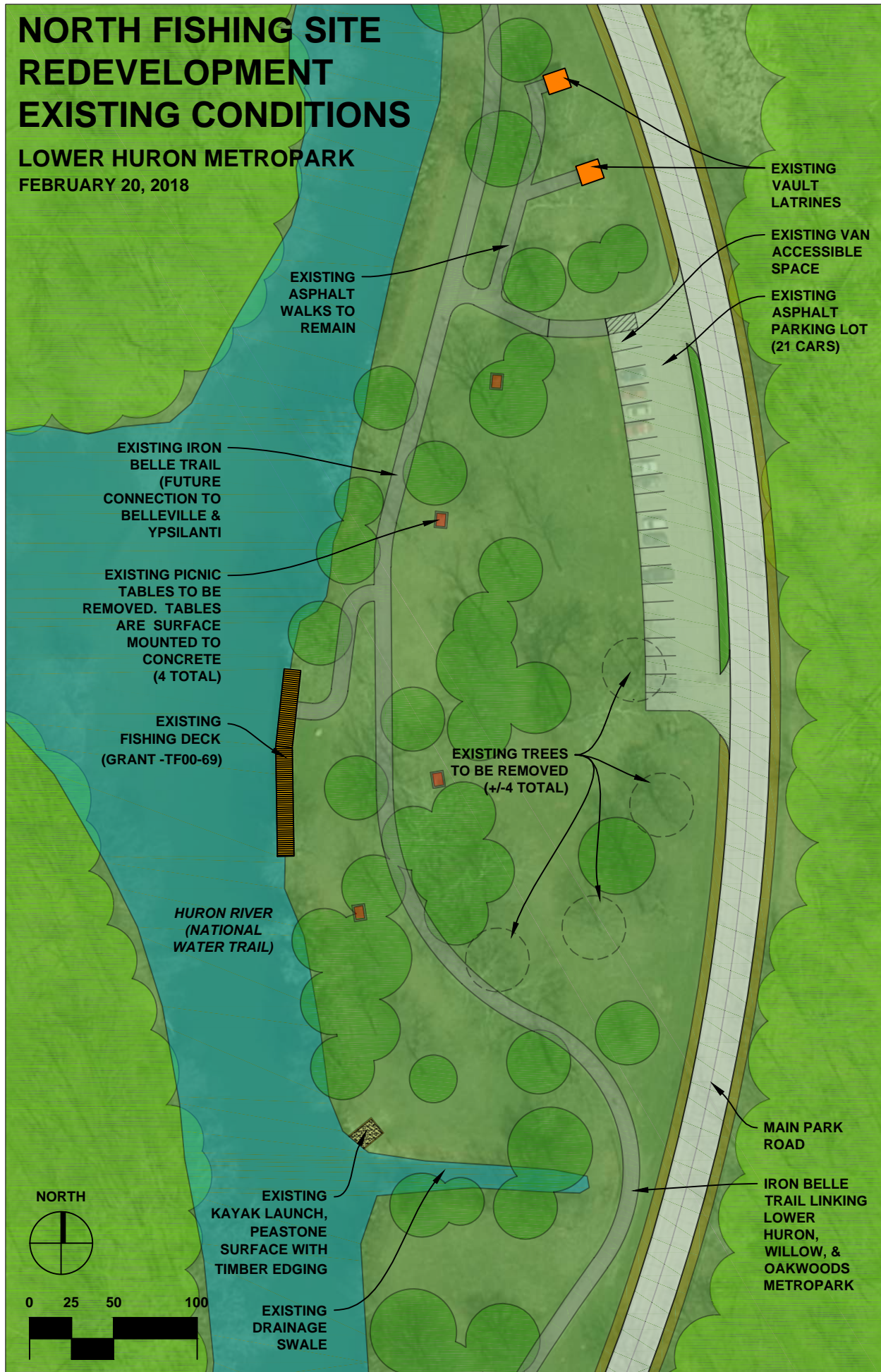
I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority, on Thursday, March 8, 2018.

\_\_\_\_\_  
Bernard Parker, Secretary



# NORTH FISHING SITE REDEVELOPMENT EXISTING CONDITIONS

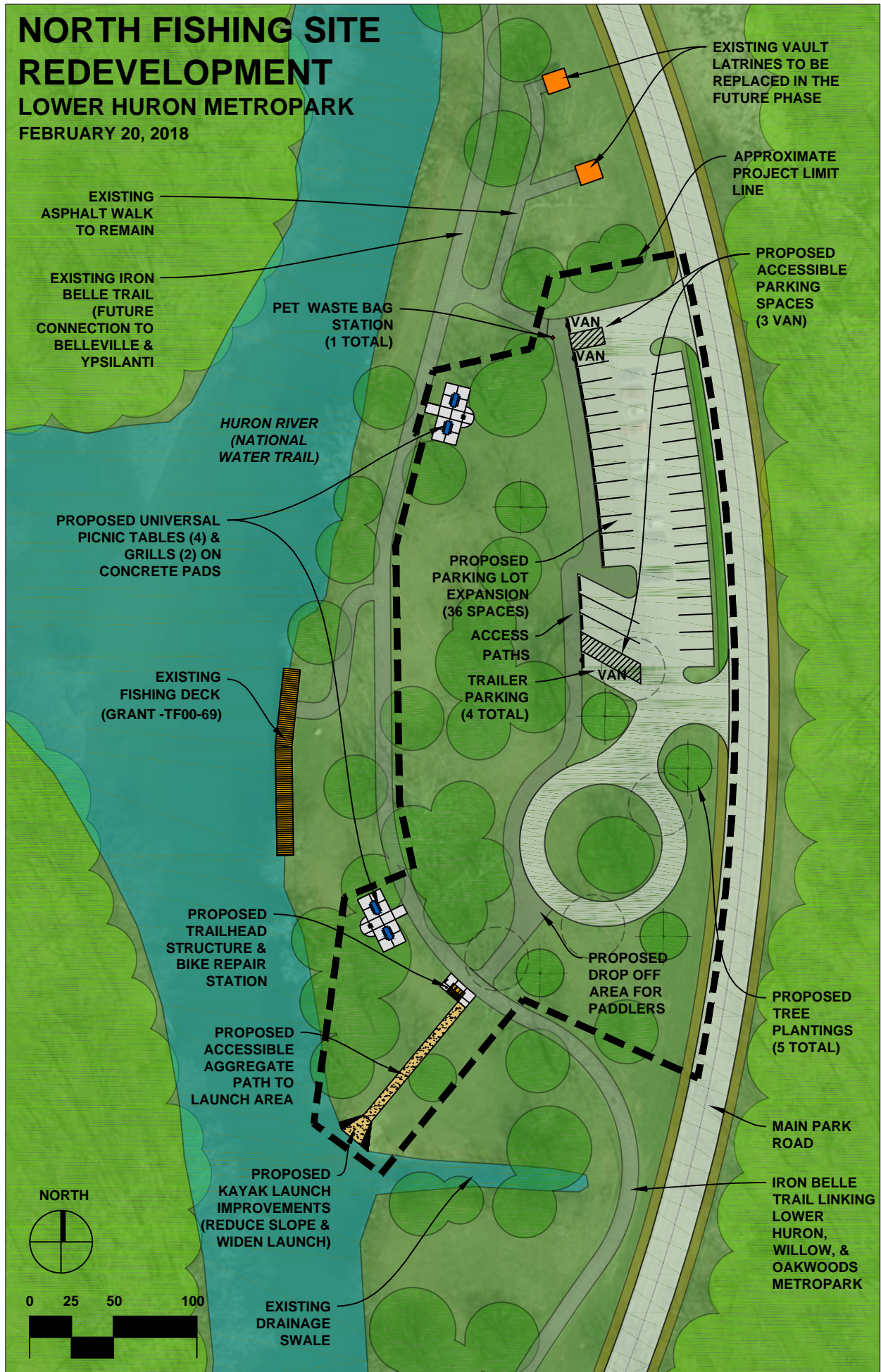
LOWER HURON METROPARK  
FEBRUARY 20, 2018







# NORTH FISHING SITE REDEVELOPMENT LOWER HURON METROPARK FEBRUARY 20, 2018







# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Ryan Colliton, Manager of Natural Resources and Environmental Compliance  
 Project No: RFP 2018-006  
 Project Title: Bids – Geese Management  
 Location: Lake St. Clair Metropark, Macomb County  
 Date: March 1, 2018

## Action Requested: Motion to Approve

That the Board of Commissioners' (1) award RFP 2018-006 to Goose Busters of Holly, Michigan for geese management at Lake St. Clair Metropark; and (2) approve the transfer of \$15,678 from the Fund Balance to cover the cost of the project as recommended by Manager of Natural Resources and Environmental Compliance Ryan Colliton and staff.

**Fiscal Impact:** This is a non-budgeted item for \$15,678.

**Scope of Work:** Provide trained canines to provide geese management services to control the nuisance Canada geese population at Lake St. Clair Metropark. The intent of this program is to significantly reduce the number of migratory and nuisance Canada geese and to discourage nesting throughout the park. The vendors were asked to provide a service schedule and methodology for a nine-month period from March – November 2018.

**Background:** The RFP was posted on the Michigan Intergovernmental Trade Network (MITN) site which provided notice of the solicitation to 39 vendors, of which nine downloaded the RFP. Additionally, the RFP was emailed to 20 vendors; the RFP was competitively bid.

Staff evaluated proposals based on the vendor's qualifications, related experience, capacity, understanding of the project, methodology and approach, and references.

The low bid was not selected due to lack of adequate personnel and animals as well as a lack of providing the requested number of references. Proposals were then ranked highest to lowest as follows:

<u>Vendor</u>	<u>Location</u>	<u>Years of Experience</u>	<u>No. of Staff</u>	<u>No. of Dogs</u>	<u>Total Price</u>
Goose Busters	Holly	20+	6	8	\$15,678.00
Gooseworks	Livonia	20+	6	18	\$42,500.00
Goodbye Geese	Detroit	2	2	2	\$10,000.00







## HURON-CLINTON METROPOLITAN AUTHORITY

**To:** Board of Commissioners  
**From:** Ryan Colliton, Manager of Natural Resources and Environmental Compliance  
**Subject:** National Oceanic and Atmospheric Administration Grant for non-AOC Habitats  
**Project Title:** Lake Erie Shoreline and Fish Habitat Restoration  
**Location:** Lake Erie Metropark, Wayne County  
**Date:** March 1, 2018

### **Action Requested: Motion to Approve**

That the Board of Commissioners' approve the Letter of Support to pursue a grant opportunity through the National Oceanic and Atmospheric Administration (NOAA) for funding to restore non-AOC habitats in the Lake St. Clair-Detroit River-Western Lake Erie Corridor.

**Fiscal Impact:** There is no fiscal impact.

**Background:** This project would be funded through NOAA and a newly created funding source, the Great Lakes Habitat Restoration Project Grants Program. All costs of any implemented projects would be covered through this grant and would be budgeted for in Lake Erie Capital Improvements. Current estimates for the entire project is \$3.1 million over three years, which includes the potential to cover staff time. The Great Lakes Commission will act as the fiduciary on this grant and coordinate all activities with the Metroparks.

The Michigan Department of Natural Resources, Southeast Michigan Council of Governments and the Great Lakes Commission approached the Metroparks to pursue funding for shoreline softening, fish habitat improvement and habitat monitoring.

This project will benefit numerous state and federal wildlife species, enhance both sport and non-sport fisheries and provide enhanced water based recreation opportunities. This will be accomplished by softening approximately 3,000 linear feet of shoreline and restoring approximately five acres of shallow water channels and pools.

These projects are also part of the Lake Erie Metropark Master Plan, approved by the Board at its regular meeting on Feb. 8, 2018. The Board does not bind the Metroparks to execute any of the above described projects by approving the letter of support.

At such time as project details are finalized staff will, if in the best interest of the Metroparks, request the Board's permission to commit to project implementation.

**Attachment:** Letter of Support  
 Map of Proposed Projects





March 8, 2017

Christopher Doley, Restoration Center Chief  
NOAA Restoration Center / NOAA Fisheries  
1315 East West Highway,  
Silver Spring, MD 20910

**Re: St. Clair-Detroit River System and Western Lake Erie Coastal Restoration Initiative**

Dear Mr. Doley:

The Huron-Clinton Metropolitan Authority is supportive of the Great Lakes Commission's proposal to NOAA's Great Lakes Habitat Restoration non-AOC Grant Program. The proposal, if funded, will result in the restoration and reconnection of significant shoreline/shallows and coastal wetland fish habitat that will make a major contribution to achieving the St. Clair-Detroit River System (SCDRS) Initiative priority objectives and the Great Lakes Restoration Initiative Action Plan II goal of restoring 60,000 acres of coastal wetlands and shoreline.

The Huron-Clinton Metropolitan Authority has submitted a project concept to the Great Lakes Commission and their partners to assess the feasibility of softening approximately 3,299 feet of shoreline, 2.22 acres of shallow water channels, three acres of shallow water pools and biological inventories of herpetological surveys (including state protected species).

Restoration activities include using native riparian and aquatic vegetation along with periodic use of habitation structures. Proposed restoration activities will take place at Lake Erie Metropark coast line and Great Lakes Coastal Marshes. Attached is a supporting documentation approving the site for use in the Great Lakes Commissions NOAA proposal.

If you need additional information, please contact David Kirbach, Deputy Director at 810-227-2757, or at [david.kirbach@metroparks.com](mailto:david.kirbach@metroparks.com).

Sincerely,

David Kirbach  
Deputy Director

cc: Heather Braun, Great Lakes Commission  
Eric Ellis, Great Lakes Commission  
William Parkus, Southeast Michigan Council of Governments

[Delhi](#) | [Dexter-Huron](#) | [Hudson Mills](#) | [Huron Meadows](#) | [Indian Springs](#) | [Kensington](#)  
[Lake Erie](#) | [Lower Huron](#) | [Lake St. Clair](#) | [Oakwoods](#) | [Stony Creek](#) | [Willow](#) | [Wolcott Mill](#)

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**Board of Commissioners**

Timothy J. McCarthy  
Governor Appointee

Robert W. Marans  
Washtenaw County

Jaye Quadrozzi  
Oakland County

Bernard Parker  
Wayne County

Steven E. Williams  
Livingston County

Kurt L. Heise  
Governor Appointee

John Paul Rea  
Macomb County



# Lake Erie Metropark North

6-g-2







# Lake Erie Metropark South

6-g-2



0 0.075 0.15 0.3 0.45 0.6  
Miles







## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Rebecca Franchock, Supervisor of Budget and Payroll  
Subject: Approval – Underground Storage Tank Coverage  
Date: March 8, 2018

### **Action Requested: Motion to Approve and Receive and File**

That the Board of Commissioners' (1) receive and file insurance coverage through the Michigan Department of Environmental Quality – Underground Storage Tank Authority (MUSTA); and (2) approve the transfer of \$10,939 into the Fund Balance as recommended by Rebecca Franchock, Supervisor of Budget and Payroll and staff.

**Fiscal Impact:** This item is included in the 2018 Board approved budget at a cost of \$10,989. This coverage has a positive impact on the Fund Balance in the amount of \$10,989.

**Background:** The Michigan Underground Storage Tank Authority (MUSTA) and the Underground Storage Tank Cleanup Fund (Fund) were created in Public Act 416 in Dec. 2014; The fund may be used to replace commercial tank insurance. The Metroparks currently have underground storage tanks (UST) at six locations:

- Kensington Service Facility
- Indian Springs Golf Course
- Indian Springs Service Facility
- Huron Meadows Golf Course
- Willow Golf Course
- Hudson Mills Golf Course

The Metroparks recently applied for and received approval for funding from MUSTA in the event of a release. This coverage is subject to a limit of \$1 million minus the appropriate deductible in reimbursement costs for any single claim and \$1 million total aggregate for all claims submitted for the Metroparks. The deductible is \$10,000.

Currently the UST's are covered through a commercial insurance policy that expires April 23, 2018. This policy has deductible amounts of \$50,000 and costs \$14,997 annually.





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Hilary Simmet, Marketing and Media Specialist  
 Subject: Approval – Greenwood Farms Entertainment Services Agreement  
 Date: March 1, 2018

### **Action Requested: Motion to Approve**

That the Board of Commissioners' (1) approve the Entertainment Services Agreement for Greenwood Farms LLC for the use of Clydesdales in the amount of \$24,076 for marketing purposes; and (2) approve the transfer of \$24,706 from the Marketing budget to the appropriate park operations account to cover the cost as recommended by Marketing and Media Specialist Hilary Simmet and staff.

**Fiscal Impact:** This is a non-budgeted item for \$24,076. In addition to the cost with Greenwood Farms, the Metroparks will need to pay for logistic items such as tents and marketing materials, which are also non-budgeted items. Funds are available in the marketing budget to cover the cost.

**Scope of Work:** Provide Clydesdale horses for 10 days for the following events:

- Wolcott Mills Metropark
  - Babies, Babies Everywhere (two days)
- Kensington Metropark Farm Center
  - Summer Festival (two days)
- Wolcott Mills Metropark
  - Heritage Holidays (six days)
- Parades (five community events)
  - Team of six Clydesdales and wagon

**Background:** The Clydesdale's participation at park events draws additional attendees and is an extra attraction for park patrons to enjoy. The participation at community parades also provides marketing opportunities for the Metroparks.

Greenwood Farms has provided Clydesdale horse services to the Metroparks for the past two years.

**Attachment: Greenwood Farms LLC Agreement**



**PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

**HURON-CLINTON METROPOLITAN AUTHORITY**

AND

**GREENWOOD FARMS, LLC**

AGREEMENT EXPIRATION DATE: Dec. 31, 2018

This Professional Services Agreement (the "Agreement") made this 8<sup>th</sup> day of March 2018 between the Huron-Clinton Metropolitan Authority ("HCMA"), a Michigan public body corporate, whose address is 13000 High Ridge Drive, Brighton, Michigan 48114 ("HCMA"), and Greenwood Farms, LLC whose address is 73600 Church Street, Armada, MI 48005 a ("Contractor"). In this Agreement, either the Contractor or HCMA may be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, HCMA desires to retain the Contractor to provide certain services as described herein upon the terms and conditions set forth herein and the Contractor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONTACTS**. The following individuals shall be primarily responsible for the administration of this Agreement. The addresses and telephone numbers shall be used for all notices required under the Agreement.

a. **HCMA**  
Huron-Clinton Metropolitan Authority  
David Kirbach  
13000 High Ridge Drive  
Brighton, MI 48114  
Tel: 810.227.2757  
Fax: 810.225.6212

b. **Contractor**  
Greenwood Farms, LLC  
Charles P. Cryderman  
73600 Church Street  
Armada, MI 48005  
Tel: (586) 784-8890  
Fax: (586) 784-5959

2. **SCOPE OF CONTRACTOR'S SERVICES**. Contractor shall provide Clydesdale horses for 16 events, as more fully described in **Exhibit A**, attached hereto (the "Services").

3. **COMPENSATION AND INVOICING**

a. **Compensation**. Greenwood Farms, LLC will invoice HCMA \$1,852 for each of the sixteen (16) event days.

- b. Invoices. Contractor shall submit to HCMA invoices for Services provided. Contractor shall attach sufficient information to each invoice to enable HCMA to be able to identify the Services performed, the individuals performing the Services, and the agreement under which the Services were performed for the applicable invoice period.

Invoices shall be submitted to HCMA at the address listed in section 1, Attention: Accounts Payable.

HCMA shall pay invoices for Services satisfactorily performed within forty-five (45) days after receipt of a complete invoice from Contractor. In the event that HCMA reasonably disputes any amount that appears on an invoice from Contractor, the Parties shall work together in good faith to resolve the dispute.

HCMA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) HCMA continues to pay any undisputed amounts consistent with this Agreement, (ii) Contractor shall continue to provide all of the Services and otherwise perform its obligations under the Agreement, and (iii) HCMA shall provide a written explanation for any disputed amount with specific remedies it believes needs to be taken.

Nonpayment by HCMA of disputed amounts shall not constitute a breach of HCMA's obligations regarding payment to Contractor or otherwise be considered a basis for termination of this Agreement.

#### **4. TERM, TERMINATION, NOTICE AND AMENDMENTS**

- a. Term. This Agreement shall become effective on the later date each of the following have occurred:
- i. the Board of Commissioners of the HCMA or its lawful designee has approved this Agreement;
  - ii. the governing body of the Contractor or its lawful designee has approved this Agreement;
  - iii. a lawful agent of the HCMA has executed the Agreement;
  - iv. a lawful agent of the Contractor has executed the Agreement; and
  - v. all conditions precedent to the effectiveness of the Agreement have occurred. The Agreement shall expire with no further act or notice on Dec. 31, 2018, unless otherwise terminated or canceled as provided below. The Parties are under no obligation to renew or extend this Agreement after the expiration date. This Agreement may be extended by written, mutual agreement of the Parties.
- b. Termination. HCMA may terminate and/or cancel this Agreement (or any part thereof) at any time during the term, any renewal, or any extension of this Agreement, upon thirty (30) days written notice to the Contractor, for any reason, including for convenience, without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice. Upon receipt of such notice, Contractor shall immediately cease performing the Services.

HCMA may immediately terminate this Agreement for cause if Contractor is in breach of the Agreement without incurring obligation or penalty of any kind, which shall be communicated to Contractor by written notice of breach. The notice of breach shall include a statement of facts that cause HCMA to believe Contractor is in breach of the Agreement. The effective date for termination or cancellation shall be clearly stated in the written notice of breach.

HCMA's sole obligation in the event of termination is for payment for actual Services rendered by the Contractor before the effective date of termination. Under no circumstances shall the HCMA be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Agreement. HCMA shall not be obligated to pay Contractor any cancellation or termination fee if this Agreement is cancelled or terminated as provided herein.

Contractor may terminate and/or cancel this Agreement (or any part thereof) at any time upon ninety (90) days written notice to HCMA, if HCMA defaults in any obligation contained herein, and within the ninety (90) notice period the HCMA has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.

- c. Notice. Notices given under this Agreement shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed in Section 1. Notice will be deemed given on the earlier of: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

- d. Agreement Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by the Parties. Any modification, amendment, recession, waiver, or release shall be signed by a lawfully authorized employee of Contractor and HCMA.

## **5. CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS**

- a. Organization and Good Standing. The Contractor: (a) (i) is duly organized, validly existing and in good standing under the laws of the State of Michigan, or (ii) is duly organized, validly existing and in good standing under the laws of another state as indicated in the preamble to this Agreement and is duly authorized to conduct business in the State of Michigan, and (b) has all requisite power and authority to own, operate and lease its properties, if applicable.
- b. Power and Authority. The Contractor has all requisite power to enter into this Agreement and to carry out and perform the Services and its obligations hereunder. All action required on the part of the Contractor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Contractor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Contractor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.
- c. No Conflict or Breach. The execution, delivery and performance by the Contractor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Contractor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

- d. No Debarment, Pending Governmental Action or Record of Violations. The Contractor has not been debarred by either the federal, state or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. The Contractor has no record of violation of any federal, state or local government's procurement, contracting or ethics rules.
- e. Conflicts; No Undue or Improper Influence or Inducement. The Contractor represents and warrants that it has disclosed in writing any existing conflicts of interest involving HCMA, and that it will disclose in writing to HCMA any conflicts that arise during the term of this Agreement. The Contractor represents and warrants that it has not, and will not, offer to HCMA or any of HCMA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with HCMA.
- f. Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training, skill, and licensure if appropriate. The Contractor's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to HCMA's operations or to which HCMA is otherwise bound. The Contractor has, and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of the Contractor contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.
- g. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the HCMA herein.
- h. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. HCMA shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
- i. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Agreement, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all Services for the HCMA including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- j. Contractor Employees. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Agreement. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor's Employee. All employees of Contractor assigned to work under this Agreement may, at the HCMA's discretion, be subject to a security check and clearance by HCMA.
- k. Contractor Employee-Related Expenses. All employees of Contractor shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all of Contractor's Employees shall fully comply with and adheres to all of the terms of this Agreement. Contractor shall indemnify and hold the HCMA harmless for all Claims (as defined in this Agreement) against the HCMA by any Contractor Employee, arising out of any Agreement for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- l. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before entering into this Agreement, it had a full opportunity to review the proposed Services, and review all HCMA requirements and/or expectations under this Agreement. The Contractor



is responsible for being adequately and properly prepared to execute this Agreement. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Agreement as specified herein.

- m. Independent Contractor. The Contractor's relationship to the HCMA is that of an Independent Contractor. Nothing in this Agreement is intended to establish an employer-employee relationship between HCMA and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide Services under this Agreement by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-Contractor of HCMA.
- n. Not Iran-Linked Business. Contractor is not an "Iran-Linked Business" as defined in Act 517, Public Acts of Michigan, 2012, being MCL 129.311 et. seq.

## **6. INSURANCE, INDEMNIFICATION, AND RELEASE**

- a. Insurance.
  - i. As a condition precedent to the effectiveness of this Agreement, the Contractor shall obtain and maintain insurance according to the specifications according to the specifications contained in Exhibit B and in compliance with this Agreement. If any insurance required hereunder lapses at any time during the Term of the Agreement, HCMA retains the right to immediately terminate this Agreement.
  - ii. General Certificates of Insurance. All Certificates of Insurance shall contain the following clauses:
    - 1. "The insurance company(s) issuing the policy or policies shall have no recourse against the HCMA for payment of any premiums or for assessments under any form of policy".
    - 2. "Any and all deductibles in the above-described insurance policies shall be assumed by and be or the amount of, and at sole risk of, the Contractor."
  - iii. The general liability shall be primary and non-contributory. General Liability shall be on a per jobsite basis.
  - iv. All Certificates are to provide 30-day notice of material change or cancellation. Certificates of Insurance and insurance binders must be provided no less than ten (10) working days before commencement of work to the HCMA Purchasing Department. Insurance carriers are subject to the approval of the HCMA.
  - v. The HCMA shall be named as an additional insured to this coverage in a form no more restrictive than the current ISO form.
- b. Indemnification, Release, Limitation of Liability and Disclaimer of Warranties.
  - i. *Indemnification and Release*. Contractor shall indemnify, defend and hold HCMA harmless from any and all Claims (as defined in this Agreement) which are incurred by or asserted against HCMA by any person or entity, alleged to have been caused or found to arise, from the negligent acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

The indemnification rights contained in this Agreement are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Agreement, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify HCMA for all claims asserted against the HCMA and if the

insurance company prevails, the Contractor shall indemnify the HCMA for uncollectable amounts.

Contractor shall have no rights against HCMA for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by HCMA except as expressly provided herein.

Contractor waives and releases all actions, liabilities and damage including any subrogated rights it may have against HCMA based upon any Claim brought against HCMA.

- ii. *Limitation of Liability.* Neither Party shall be liable to the other for any amounts representing loss or profit, loss of business, or other incidental, consequential or punitive damages of the other Party due to the results of the Research Project.
- iii. *Disclaimer of Warranties.* THE AUTHORITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE RIGHTS OF THE AUTHORITY, IN NO EVENT SHALL THE AUTHORITY'S AGGREGATE LIABILITY UNDER OR RELATING TO THIS AGREEMENT AT ANY TIME EXCEED THE TOTAL AMOUNT PAID TO THE AUTHORITY AS PROVIDED HEREIN.

## **7. AGREEMENT DOCUMENTS, PRECEDENCE**

- a. Agreement Documents; Precedence. The following documents are incorporated into this Agreement. In the event of a conflict between or among any provisions of any of these documents, the provisions of the document contained in this list shall apply in descending order, such that the provisions of the document identified in section 7-a-i shall take precedence over the provisions of the document identified in section 7-a-ii, and so forth.
  - i. This Agreement; and
  - ii. Exhibit A hereto; and
  - iii. Exhibit B hereto.

## **8. DEFINITIONS AND GENERAL TERMS AND CONDITIONS**

- a. Definitions. The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:
  - i. "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any licensees, concessionaires, associate researcher, independent sub-Contractor, Contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

- ii. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against HCMA, or for which the HCMA may become legally and/or contractually obligated to pay or defend against, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
  - iii. "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
  - iv. "HCMA" means the Huron-Clinton Metropolitan Authority, a Michigan public body corporate, its respective appointed officers, official employees, committees, and "HCMA Agent" as defined below.
  - v. "HCMA Agent" means all appointed HCMA officials, officers, directors, board members, commissioners, HCMA employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "HCMA Agent" shall also include any person who was a "HCMA Agent" anytime during the term of this Agreement but, for any reason, is no longer employed, appointed, or serving as an Agent.
  - vi. "Services" means the obligations Contractor shall provide or perform pursuant to this Agreement.
- b. General Terms and Conditions. The following general terms and conditions shall apply to this Agreement.
- i. *Cumulative Remedies.* A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
  - ii. *Survival of Terms and Conditions.* The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature: "CONTRACTOR'S ASSURANCES AND WARRANTIES"; "CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION"; "Damage Clean Up To HCMA Property and/or Premises"; "Audit"; "Severability"; "Governing Law/Consent To Jurisdiction And Venue"; and "Survival of Terms And Conditions".
  - iii. *HCMA Right to Suspend Services.* Upon written notice, HCMA may suspend performance of this Agreement if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Agreement. The right to suspend Services is in addition to the HCMA's right to terminate and/or cancel this Agreement. The HCMA shall incur no penalty, expense, or liability to Contractor if HCMA suspends Services under this Section.
  - iv. *No Third-Party Beneficiaries.* Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contract right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Agreement, and/or any other right, in favor of any other person or entity.

- v. *Permits and Licenses.* Contractor shall be responsible for obtaining and maintaining throughout the term of this Agreement all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Agreement and to conduct business under this Agreement. Upon request by HCMA, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide Services under this Agreement.
- vi. *Discrimination.* Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.

Contractor shall promptly notify the HCMA of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.

HCMA, in its discretion, may consider any illegal discrimination described above as a breach of this Agreement and may terminate or cancel this Agreement immediately with notice.

- vii. *Reservation of Rights.* This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the HCMA.
- viii. *Force Majeure.* Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this Agreement in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.
- ix. *Conflict of Interest and Warranty.* Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no Agreements shall be entered into between the HCMA, including all agencies and departments thereof, and any HCMA Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the HCMA. Contractor shall give HCMA notice if there are any HCMA Agents or relatives of HCMA Agents who are presently employed by Contractor.

Contractor warrants that before submitting its Proposal and/or entering into this Agreement it has performed an inquiry within its firm to determine whether the Services to be provided under this Agreement may pose a conflict of interest. For purposes of this Agreement, a conflict of interest occurs when the Services to be provided conflict, are adversarial to, may influence Contractor's judgment or appear to influence Contractor's judgment or quality of Services under the Agreement with the Contractor's representation of other clients. Except as provided herein Contractor shall certify, to the best of its knowledge, to the HCMA that there are no Conflicts of Interest by providing the Services under this Agreement.

If at any time Contractor determines that there is a Conflict of Interest or potential Conflict of Interest then the Contractor shall disclose such Conflict of Interest(s) to the HCMA. The HCMA may request that the Contractor obtain a waiver or acknowledgment of the conflict from its client(s).

In the event that a Conflict of Interest arises in the course of providing Services under this Agreement, Contractor may be required to withdraw from its representation of the HCMA and may be liable for incremental costs, if any, associated with HCMA having to engage another consulting firm to perform the Services under this Agreement.

- x. *Damage Clean up to HCMA or HCMA Property and/or Premises.* Contractor shall be responsible for any unexpected and/or unnecessary damage to any HCMA property, its premises, that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of HCMA. If the damage cannot be completed to the HCMA's satisfaction, Contractor shall reimburse HCMA the actual cost for repairing or replacing the damage property. The Contractor shall be responsible for assuring that all HCMA sites are restored to their original condition.
- xi. *Contractor Use of Confidential Information.* The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its Services under this Agreement. Notwithstanding the foregoing, Contractor may disclose the Confidential Information if required by law, statute or other legal process; provided that Contractor (i) gives HCMA prompt written notice of an impending disclosure, (ii) provides reasonable assistance to HCMA in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

This Agreement imposes no obligation upon Contractor with respect to any Confidential Information, which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor prior to its receipt from HCMA, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

As used in this Agreement, Confidential Information means all information that HCMA is required or permitted by law to keep confidential.

- xii. *Contractor Use of HCMA Licensed Software.* In order for the Contractor to perform its Services under this Agreement, HCMA may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to HCMA. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of HCMA and/or the licensor. Furthermore, neither the Contractor nor any Contractor employee shall produce a source listing, decompile, disassemble, or otherwise reverse Contractor any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.
- xiii. *Grant Compliance.* If any part of this Agreement is supported or paid for with any state or federal funds granted to HCMA, the Contractor shall comply with all applicable grant requirements.

- xiv. *Project Managers.* Each Party shall designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the Services to be performed under this Agreement. The Contractor's Project Manager shall coordinate with HCMA's Project Manager; the Contractor shall provide the name and qualifications of its Project Manager and an alternate.
- xv. *Agreement Administrator.* Each Party may designate an employee or agent to act as Agreement Administrator. The HCMA's Agreement Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of Services provided by the Contractor, reviewing invoices and submitting requests to the HCMA's procurement authority for any Agreement modification in accordance with this Agreement.
- xvi. *Dispute Resolution.* Unless the Parties agree otherwise, any claims, disputes or other matters in controversy arising out of or related to this Agreement shall be subject to mediation as provided herein as a condition precedent to litigation:
1. The Party bringing a claim shall give notice to the other Party and, in writing, propose a meeting within fourteen (14) days after the claim arises in which to discuss and attempt to resolve the claim.
  2. In the event the meeting between the Parties to resolve the claim does not resolve the dispute or does not take place within said fourteen (14) day period, the Parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to subparagraph (1) above. The mediator shall render his or her decision within fourteen (14) days of said meeting. The Parties may, by mutual written agreement, extend the time periods required under this subparagraph.
  3. The purpose of mediation is to attempt to resolve the dispute between the Parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
  4. In the event the independent mediator's attempt to resolve the dispute between the Parties fails, then each Party will be free to any claims at law in a court of competent jurisdiction.
  5. During the pendency of this alternative dispute resolution process, the Parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.
- xvii. *Access and Records.* Contractor will maintain accurate books and records in connection with the Services provided under this Agreement for 36 months after end of this Agreement, and provide the HCMA with reasonable access to such book and records.
- xviii. *Audit.* Contractor shall allow HCMA's auditing division, or an independent auditor hired by the HCMA, to perform finance compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Agreement, and for a period of three years after final payment.

Contractor shall explain any audit finding, questionable costs, or other Agreement compliance deficiencies to the HCMA within forty-five (45) days of receiving the final audit report. Contractor's response shall include all necessary documents and information that refute the final audit report. Failure by Contractor to respond in writing within 45 days shall be deemed acceptance of the final audit report.

- xix. *Delegation, Sub-Contract Agreement and Assignment.* Contractor shall not delegate, assign, or sub contract any obligations or rights under this Agreement without the prior written consent of HCMA. The rights and obligations under this Agreement shall not be diminished in any manner by assignment, delegation or sub contract.

Any assignment, delegation, or sub contract by Contractor and approved by HCMA, must include a requirement that the assignee, delegee, or sub-Contractor will comply with the rights and obligations contained in this Agreement.

The Contractor shall remain primarily liable for all work performed by any sub-Contractor. Contractor shall remain liable to HCMA for any obligations under the Agreement not completely performed by any Contractor delegee or sub-Contractor.

Should a sub-Contractor fail to provide the established level of service and response, the Contractor shall Agreement with another agency for these Services in a timely manner. Any additional costs associated with securing a competent sub-Contractor shall be the sole responsibility of the Contractor.

This Agreement cannot be sold. In the event that a Petition in Bankruptcy is filed and there is an assignment of this Agreement by a Court, HCMA may declare this Agreement null and void.

- xx. *Non-Exclusive Agreement.* No provision in this Agreement limits, or is intended to limit, in any way the Contractor's right to offer and provide its Services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Agreement. Similarly, this Agreement is a non-exclusive agreement and the HCMA may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Agreement, this Agreement shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or Services to be rendered to HCMA.
- xxi. *No Implied Waiver.* Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- xxii. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
- xxiii. *Severability.* If a court of competent jurisdiction finds a term, condition, or provision of this Agreement to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the HCMA harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against HCMA.

- xxiv. *Rules of Construction.* The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.
- xxv. *Captions.* The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- xxvi. *Governing Laws/Consent to Jurisdiction and Venue.* This Agreement shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 44th Judicial Circuit Court of the State of Michigan (Livingston County), the 53rd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.
- xxvii. *Entire Agreement.* This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements or Agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

**(Signature page follows)**



The undersigned executes this Agreement on behalf of Contractor and HCMA, and by doing so legally obligates and binds Contractor and the HCMA to the terms and conditions of this Agreement.

**CONTRACTOR:**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ appeared in person before me this day and executed this Agreement on behalf of Contractor and acknowledged to me under oath that he/she has taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from Contractor to fully and completely obligate and bind Contractor to the terms and conditions of this Agreement and any and all other documents incorporated by reference and also acknowledged to me under oath having been provided with copies and having read and reviewed all Agreement documents including all documents incorporated by reference.

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

\_\_\_\_\_

\_\_\_\_\_ County, Michigan

Acting in \_\_\_\_\_ County, Michigan

My Commission Expires:\_\_\_\_\_

**HURON-CLINTON METROPOLITAN AUTHORITY:**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

**HURON-CLINTON METROPOLITAN AUTHORITY**

AND

**GREENWOOD FARMS LLC**

AGREEMENT EXPIRATION DATE: Dec. 31, 2018

**EXHIBIT A**

It is agreed that Greenwood Farms LLS will provide the following Services:

**2018 Clydesdale Events – Parades and Park Events**

	<b>Clydesdale Events</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>	<b>Cost</b>
1	Babies, Babies Everywhere	4/14	10am - 3pm	Wolcott Mill	\$1,852
2	Babies, Babies Everywhere	4/15	10am - 3pm	Wolcott Mill	\$1,852
3	Dearborn Memorial Day Parade	5/28	TBD	Dearborn	\$1,852
4	Farmington Founders Parade	7/21	TBD	Farmington	\$1,852
5	Summer Festival	6/30	11am - 4pm	Kensington Farm	\$1,852
6	Summer Festival	7/1	11am - 4pm	Kensington Farm	\$1,852
7	Richmond Good Old Days Parade	9/9	TBD	Richmond	\$1,852
9	Veterans Day Parade	TBD (11/4?)	TBD	Detroit	\$1,852
10	Fantasy of Lights Parade	11/23	5pm - 8pm	Howell	\$1,852
11	Heritage Holidays	11/30	6pm-9pm	Wolcott Mill	\$1,852
12	Heritage Holidays	12/1	6pm-9pm	Wolcott Mill	\$1,852
13	Heritage Holidays	12/7	6pm-9pm	Wolcott Mill	\$1,852
14	Heritage Holidays	12/8	6pm-9pm	Wolcott Mill	\$1,852
15	Heritage Holidays	12/14	6pm-9pm	Wolcott Mill	\$1,852
16	Heritage Holidays	12/15	6pm-9pm	Wolcott Mill	\$1,852

**\$24,076**

**PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

**HURON-CLINTON METROPOLITAN AUTHORITY**

AND

**GREENWOOD FARMS LLC**

AGREEMENT EXPIRATION DATE: Dec. 31, 2018

**EXHIBIT B**

Huron-Clinton Metropolitan Authority

Insurance Rider

The Contractor, or any of their sub Contractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to HCMA. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor and any sub Contractor shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
3. **Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Liquor Liability Insurance** with limits of liability not less than \$0.00 per occurrence and aggregate if liquor will be served in connection with the Services.
5. **Limits of Liability** referenced above may be obtained with primary policies or by the use of primary policies and umbrella coverage.

6. **Additional Insured:** Commercial General Liability, Automobile Liability, and Liquor Liability as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** HCMA, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming HCMA as additional insured, coverage afforded is considered to be primary and any other insurance HCMA may have in effect shall be considered secondary and/or excess.
7. **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (HCMA, Contact Name, Title, Address).
8. **Proof of Insurance Coverage:** The Contractor shall provide HCMA, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
9. **Commercial Property Insurance:** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
10. **General Insurance Conditions:** The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions:
  - a. The insurance company(s) issuing the policy(s) shall have no recourse against the HCMA for subrogation, premiums, deductibles, or assessments under any form;
  - b. All policies shall be endorsed to provide a written waiver of subrogation in favor of HCMA
  - c. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to HCMA at least ten (10) days prior to the expiration date.



## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Nina Kelly, Manager of Planning  
 Subject: Approval – Border-to-Border Trail Easement Agreement  
 Location: Dexter-Huron Metropark  
 Date: March 1, 2018

### **Action Requested: Motion to Approve**

That the Board of Commissioners authorize staff to grant a permanent easement to Washtenaw County Parks and Recreation Commission (WCPARC) for the next segment of Border-to-Border Trail (B2B) through Dexter-Huron Metropark as recommended by Manager of Planning, Nina Kelly and staff.

**Fiscal Impact:** There is no immediate fiscal impact. The Metroparks will experience financial impact in the maintenance of the new trail section. Per the easement agreement, staff will work with WCPARC to coordinate development of a separate maintenance agreement within 30 days.

**Background:** A master plan for the southern section of the B2B trail from Dexter to Ann Arbor was completed and adopted by WCPARC in March 2016. Metroparks staff was consulted and involved in the planning of the trail alignment.

WCPARC has been awarded grant funding from multiple sources to construct Phase 1 of this master plan, from where the B2B trail currently ends in Dexter-Huron Metropark to Zeeb Road. At its March 2016 meeting, the Metroparks Board approved a letter of support for grant applications and a memorandum of understanding regarding long-term maintenance responsibilities. In Sept. 2016, the Board authorized staff to grant site access in Dexter-Huron Metropark to WCPARC and its contractors during construction.

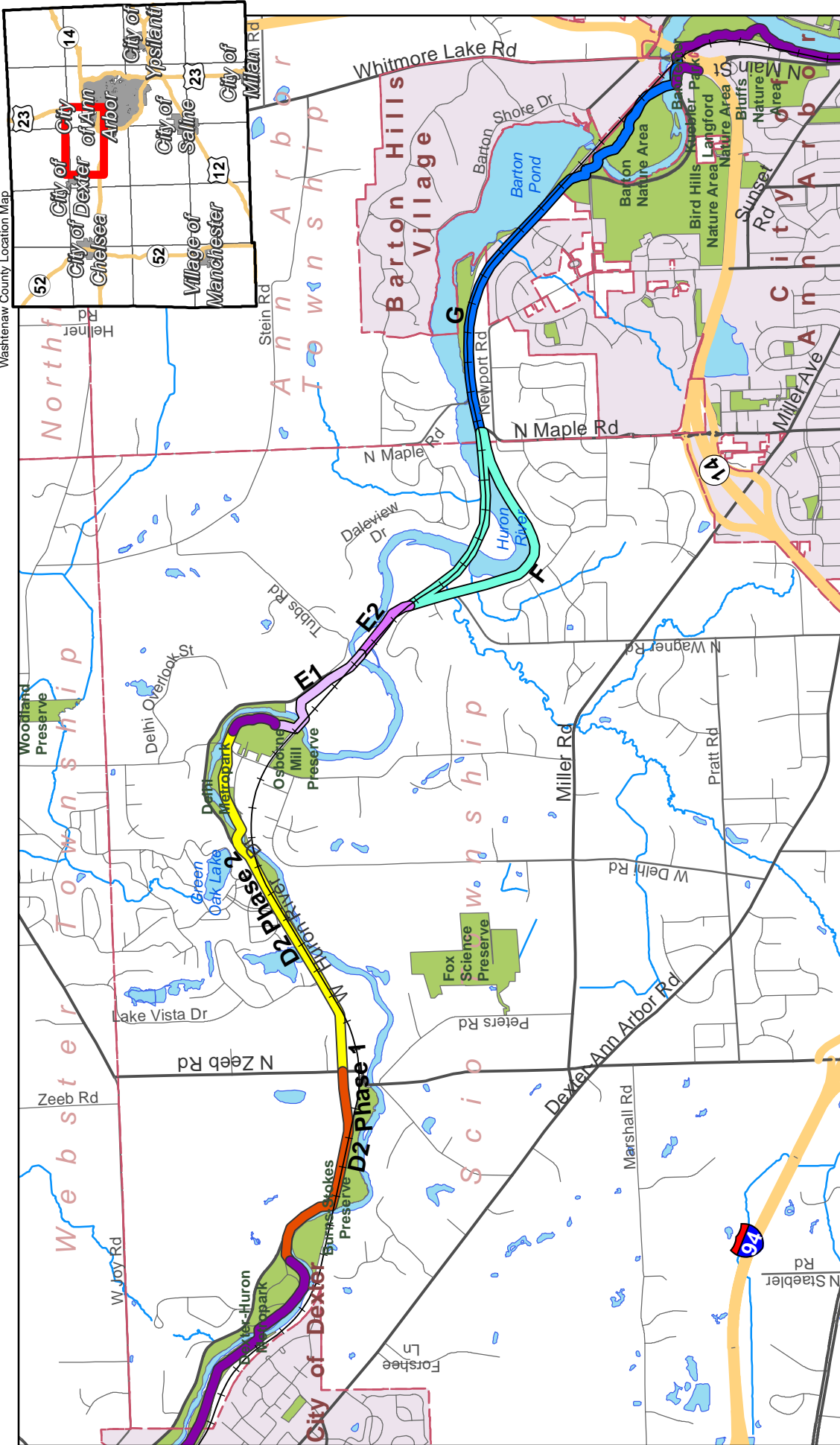
Engineering and construction plans have now been finalized following review by Metroparks Engineering, Planning and Natural Resources staff. Construction is anticipated to begin in the latter part of 2018.

WCPARC is also currently seeking grant funding for the next section of the B2B trail, which will connect Delhi Metropark in the future.

The easement agreement has been reviewed by Miller Canfield.

**Attachments:** Non-Motorized Recreational Trail Easement Agreement  
 Route Overview Map





# Border to Border Trail Alignment Study Route Overview

- Municipal Boundary
- City or Village

- |                                       |                |                           |
|---------------------------------------|----------------|---------------------------|
| <b>B2B Trail Segment &amp; Status</b> | F, Conceptual  | Local                     |
| Existing Trail                        | G, Conceptual  | Railroad                  |
| D2 Phase 1, Proposed                  | Freeway        | <b>Other Map Features</b> |
| D2 Phase 2, Proposed                  | Major Arterial | Water Body                |
| E1, Conceptual                        | Minor Arterial | Stream                    |
| E2, Conceptual                        |                | Parks/Preserves           |

Data Source:  
Washtenaw County GIS  
Date: 5/27/2015







### **NON-MOTORIZED RECREATION TRAIL EASEMENT AGREEMENT**

This Agreement made made this \_\_\_\_ day of \_\_\_\_\_, 2018 between Washtenaw County, a municipal corporation, by the Washtenaw County Parks & Recreation Commission, 2230 Platt Road, Ann Arbor, Michigan, 48104 (WCPARC) and Huron Clinton Metropolitan Authority, a Michigan public body organized and operating under the provisions of Act 147, Public Acts of Michigan 1939, 13000 High Ridge Drive, Brighton, Michigan, 48114 (HCMA).

#### **R E C I T A L S**

- A. WCPARC intends to provide funding for the design, project management, and construction of a ten (10) foot wide asphalt and boardwalk pedestrian and non-motorized vehicle trail (Trail) for public outdoor recreational use which focuses on the protection of natural resources.
- B. HCMA is the owner of real property described in the attached Exhibit B (Property) and is committed to preserving the conservation and recreational values of said Property.
- C. HCMA is willing to convey a twenty (20) foot wide easement for the uses set forth herein over and across its Property within which the Trail shall be located.
- D. WCPARC has requested and HCMA has agreed to assist in providing certain operation, repair, and maintenance services for the Trail after it has been constructed. A separate Maintenance Agreement shall be executed by the undersigned parties within thirty (30) days from the date of this Agreement.
- E. The undersigned parties have agreed to cooperate in the development of the Trail for the mutual benefit of residents of the WCPARC service area and visitors of the Metroparks found throughout southeastern Michigan.

Now, therefore, in consideration of the mutual benefits contained herein and the sum of one dollar (\$1.00) receipt of which is hereby acknowledged by HCMA, the undersigned parties agree as follows:

- 1. Grant of Easement. HCMA hereby grants to WCPARC a twenty (20) foot wide non-exclusive easement to construct, repair, and maintain the Trail and for public pedestrian and non-motorized vehicle use of the Trail over and across the Property which shall be located ten (10) feet on each side of a centerline which is described on Exhibit A attached, excepting any area that is outside of HCMA's Property or within any road right-of-way.
- 2. Trail Components. The undersigned parties acknowledge and agree that the Trail shall generally consist of a ten (10) foot wide asphalt pathway but may also include boardwalks

and two (2) pedestrian bridges in areas where the installation of an asphalt pathway is not viable. Furthermore, site improvements may include other improvements such as benches, signs, artwork, and related items as agreed upon by WCPARC and HCMA. All such construction shall be by WCPARC at its sole cost and expense and done in accordance with standards applied throughout the Metroparks as well as ordinances and other building and zoning regulations imposed by local jurisdictions or the State of Michigan. HCMA and WCPARC will coordinate the exercise of WCPARC's rights hereunder so as to minimize any interference with HCMA's operations at the Property. WCPARC shall restore any portion of the Property disturbed by the exercise of WCPARC's rights under this Agreement to substantially the same condition as existed prior to such disturbance by WCPARC, except to the extent the disturbance constitutes an authorized facility or appurtenance installed and maintained pursuant to and consistent with this Agreement.

3. Remedy for Dispute. Future projects related to the Trail, which are required due to damage, deterioration or due to regulatory compliance issues, may be initiated, developed and constructed as mutually agreed upon between the HCMA and the WCPARC. If no agreement as to the need for such projects can be reached, HCMA and the WCPARC agree to submit the dispute to mediation or other mutually agreeable third party for resolution.
4. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successors and assigns. WCPARC shall not assign its rights pursuant to this Agreement without the prior written consent of HCMA which consent shall not be unreasonably withheld.
5. Amendment. This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement.
6. Severability. The various parts, sections and clauses of this Agreement are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.
7. Controlling Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan and shall be subject to enforcement only in Michigan courts.
8. Run with the Land. The terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind said Property, and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement.
9. Entire Agreement. The Agreement sets forth the entire understanding of the parties; further, this Agreement shall supersede and/or replace any oral or written Agreement(s) related to this subject matter entered into by the parties before the date of this Agreement.

This instrument is exempt from state and county transfer tax pursuant to MCL 207.526(a) and MCL 207.505(a).

In witness whereof, the undersigned have executed this instrument on the \_\_\_\_ day of \_\_\_\_\_, 2018.

Huron Clinton Metropolitan Authority

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN                    )  
  ) ss:  
COUNTY OF WASHTENAW            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_ who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of Huron Clinton Metropolitan Authority and did represent that he/she was duly authorized to execute this document on behalf of said Michigan public body.

\_\_\_\_\_, Notary Public  
Washtenaw County, Michigan  
Acting in Washtenaw County  
My Commission Expires: \_\_\_\_\_

Washtenaw County, by the Washtenaw  
County Parks & Recreation Commission

By: \_\_\_\_\_  
Coy P. Vaughn, Director

STATE OF MICHIGAN  
COUNTY OF WASHTENAW

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public in and for said County, personally appeared Coy P. Vaughn, who being by me duly sworn, did say that he is Director of the Washtenaw County Parks & Recreation Commission and did represent that he was duly authorized to execute this document on behalf of Washtenaw County.

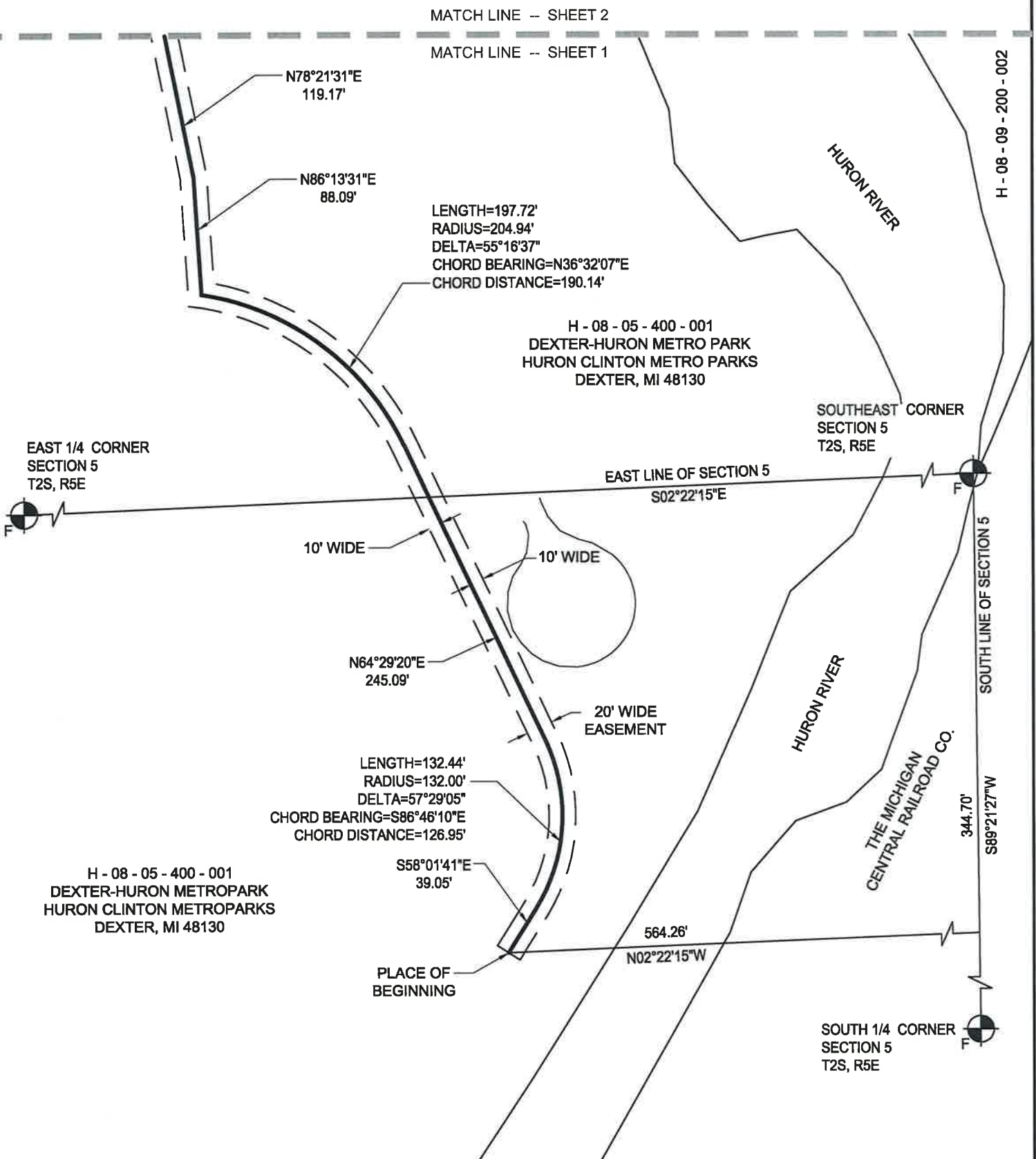
\_\_\_\_\_, Notary Public  
Washtenaw County, Michigan  
Acting in \_\_\_\_\_ County  
My commission expires: \_\_\_\_\_

Prepared by and when recorded return to:

Ian James Reach, Esq.  
Reach Law Firm  
106 N. Fourth Ave.  
Ann Arbor, MI 48104

Recording Fee:	\$30.00
Tax Parcel No:	H-08-050-400-001 and H-08-09-200-002

# PATH EASEMENT FOR PUBLIC SHARED USE EXHIBIT A



**NOTE:**  
BEARINGS ARE BASED ON THE EAST LINE (FROM EAST 1/4 CORNER TO SOUTHEAST CORNER) OF SECTION 5 BEING S02°22'15\"/>



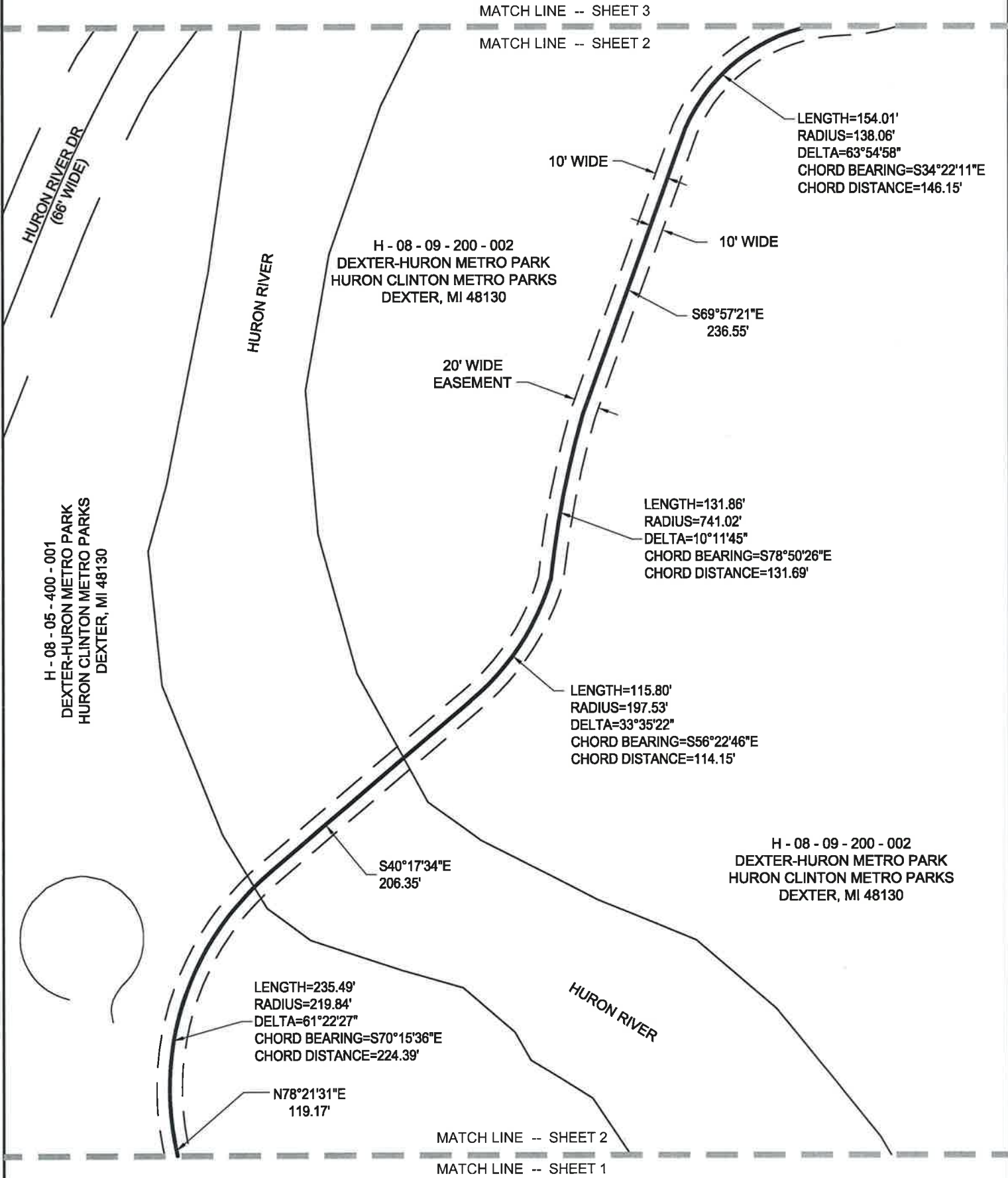
NOVEMBER, 2017  
2075134401

**Stantec**  
3754 Ranchero Dr.  
Ann Arbor, MI 48108  
www.stantec.com  
Phone: 734.761.1010  
Fax: 734.761.1200



Client/Project  
WASHTENAW COUNTY PARKS &  
RECREATION, B2B, D-2 PH1  
HURON-CLINTON METROPARK  
Figure No.  
**SHEET 1 OF 4**  
Title  
**PUBLIC SHARED USE  
PATH EASEMENT**

PATH EASEMENT FOR  
PUBLIC SHARED USE  
EXHIBIT A



NOTE:  
BEARINGS ARE BASED ON THE EAST LINE (FROM EAST 1/4 CORNER TO  
SOUTHEAST CORNER) OF SECTION 5 BEING S02°22'15"E, AS SHOWN  
HEREIN. BASIS OF BEARING WERE DETERMINED BY RTK OBSERVATION  
FROM MDOT CORS, NAD83 WITH NSRS 2012 ADJUSTMENT, MICHIGAN  
STATE PLANE SOUTH ZONE (2113), INTERNATIONAL FEET.



NOVEMBER, 2017  
2075134401



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Phone: 734.761.1010  
Fax: 734.761.1200

*Paul C. Eros*



Client/Project

WASHTENAW COUNTY PARKS &  
RECREATION, B2B, D-2 PH1  
HURON-CLINTON METROPARKS

Figure No.

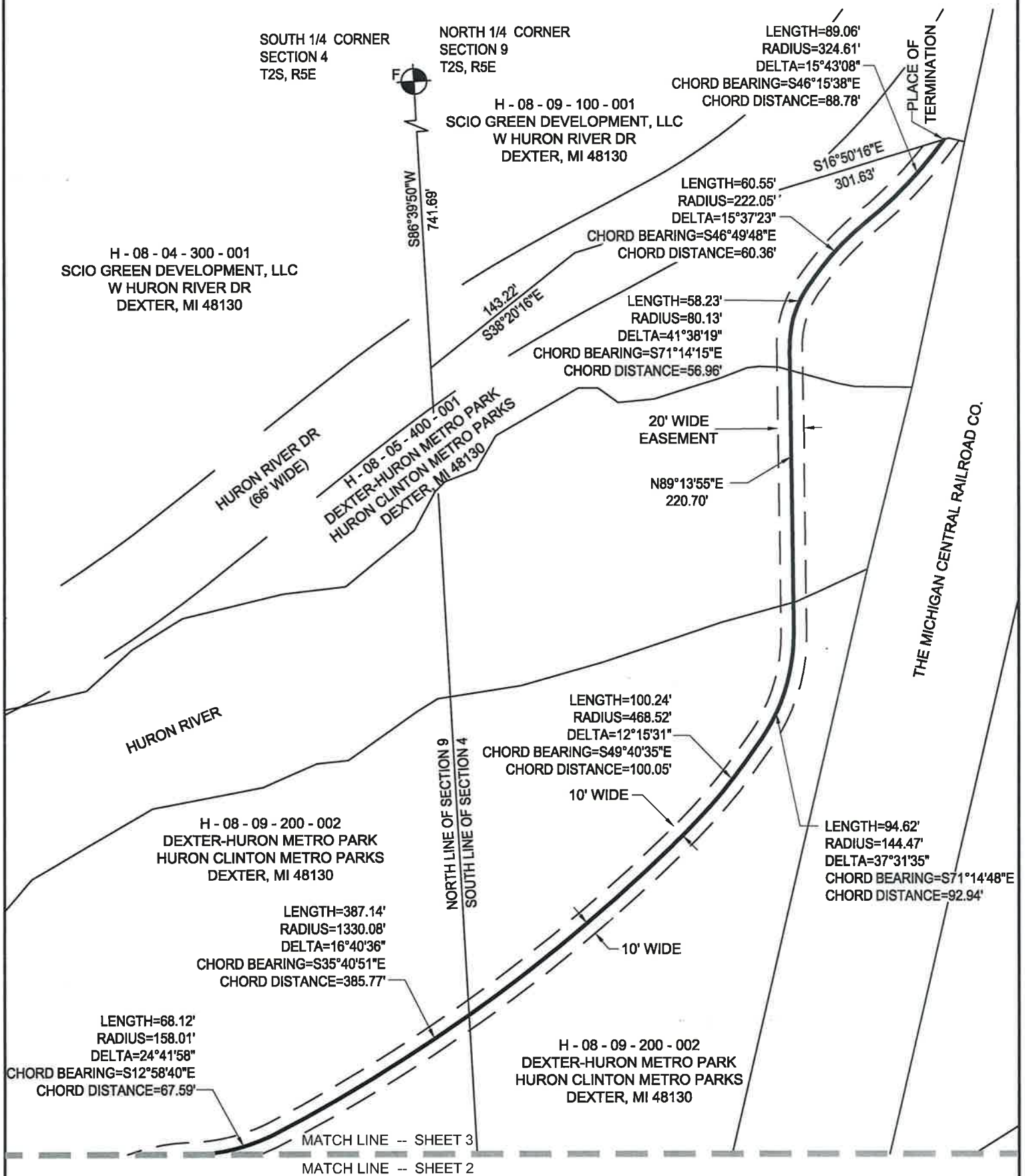
**SHEET 2 OF 4**

Title

**PUBLIC SHARED USE  
PATH EASEMENT**



# PATH EASEMENT FOR PUBLIC SHARED USE EXHIBIT A



**NOTE:**  
BEARINGS ARE BASED ON THE EAST LINE (FROM EAST 1/4 CORNER TO SOUTHEAST CORNER) OF SECTION 5 BEING S02°22'15"E, AS SHOWN HEREIN. BASIS OF BEARING WERE DETERMINED BY RTK OBSERVATION FROM MDOT CORS, NAD83 WITH NSRS 2012 ADJUSTMENT, MICHIGAN STATE PLANE SOUTH ZONE (2113), INTERNATIONAL FEET.



NOVEMBER, 2017  
2075134401



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*Paul C. Eros*



Client/Project

WASHTENAW COUNTY PARKS &  
RECREATION, B2B, D-2 PH1  
HURON-CLINTON METROPARKS

Figure No.

**SHEET 3 OF 4**

Title

**PUBLIC SHARED USE  
PATH EASEMENT**

# PATH EASEMENT FOR PUBLIC SHARED USE EXHIBIT A

20' WIDE PATH EASEMENT FOR PUBLIC SHARED USE, LOCATED IN SOUTHEAST 1/4 OF SECTION 5, SOUTHWEST 1/4 OF SECTION 4 AND NORTHWEST OF SECTION 9, T2S, R5E, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

## TAX DESCRIPTIONS OF GRANTOR'S LAND (PER TAX RECORDS)

PARCEL ID: H -08-05-400-001, OWNER: HURON CLINTON METROPARK: LAND LYING IN SECS 4 & 5, SCIO TWP DESC AS THAT PART OF THE E 1/2 OF E 1/2 OF SEC 5 AND W 1/2 OF SW 1/4 OF SEC 4 LYING N OF THE HURON RIVER AND S OF W HURON RIVER DRIVE. PT SECS 4 & 5, T2S-R5E, 42.22 AC

PARCEL ID: H -08-09-200-002, OWNER: HURON CLINTON METROPARK: LAND IN THE SW 1/4 SEC 4 AND NW 1/4 SEC 9, BOUNDED ON N & E BY THE HURON RIVER, ON S BY THE MICHIGAN CENTRAL RAILROAD CO RIGHT-OF-WAY W BY THE MICHIGAN CENTRAL RAILROAD PUMP HOUSE PARCEL, E BY THE MICHIGAN CENTRAL RAILROAD BRIDGE SECS 9 & 4 T2S R5E 17.83 AC.

## EASEMENT AREA:

A 20 FOOT WIDE PATH EASEMENT FOR PUBLIC SHARED USE OVER AND ACROSS GRANTOR'S LAND, 10 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED BELOW, EXCEPTING ANY AREA THAT IS OUTSIDE OF GRANTOR'S LAND OR WITHIN ANY ROAD RIGHT-OF-WAY:

Commencing at the Southeast corner of Section 5, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence S89°21'27"W 344.70 feet along the South line of Section 5; thence parallel with the East line of said Section 5, N02°22'15"W 564.26 feet for a **PLACE OF BEGINNING**; thence S58°01'41"E 39.05 feet; thence 132.44 feet along the arc of a 132.00 foot radius non-tangential circular curve to the left, through a central angle of 57°29'05" and having a chord which bears S86°46'10"E 126.95 feet; thence N64°29'20"E 245.09 feet; thence 197.72 feet along the arc of a 204.94 foot radius non-tangential circular curve to the left, through a central angle of 55°16'37" and having a chord which bears N36°32'07"E 190.14 feet; thence N86°13'31"E 88.09 feet; thence N78°21'31"E 119.17 feet; thence 235.49 feet along the arc of a 219.84 foot radius non-tangential circular curve to the right, through a central angle of 61°22'27" and having a chord which bears S70°15'36"E 224.39 feet; thence S40°17'34"E 206.35 feet; thence 115.80 feet along the arc of a 197.53 foot radius non-tangential circular curve to the left, through a central angle of 33°35'22" and having a chord which bears S56°22'46"E 114.15 feet; thence 131.86 feet along the arc of a 741.02 foot radius non-tangential reverse circular curve to the right, through a central angle of 10°11'45" and having a chord which bears S78°50'26"E 131.69 feet; thence S69°57'21"E 236.55 feet; thence 154.01 feet along the arc of a 138.06 foot radius non-tangential circular curve to the right, through a central angle of 63°54'58" and having a chord which bears S34°22'11"E 146.15 feet; thence 68.12 feet along the arc of a 158.01 foot radius non-tangential reverse curve to the left, through a central angle of 24°41'58" and having a chord which bears S12°58'40"E 67.59 feet; thence 387.14 feet along the arc of a 1330.08 foot radius non-tangential compound circular curve to the left, through a central angle of 16°40'36" and having a chord which bears S35°40'51"E 385.77 feet; thence 100.24 feet along the arc of a 468.52 foot radius non-tangential compound circular curve to the left, through a central angle of 12°15'31" and having a chord which bears S49°40'35"E 100.05 feet; thence 94.62 feet along the arc of a 144.47 foot radius non-tangential compound circular curve to the left, through a central angle of 37°31'35" and having a chord which bears S71°14'48"E 92.94 feet; thence N89°13'55"E 220.70 feet; thence 58.23 feet along the arc of a 80.13 foot radius non-tangential circular curve to the right, through a central angle of 41°38'19" and having a chord which bears S71°14'15"E 56.96 feet; thence 60.55 feet along the arc of a 222.05 foot radius non-tangential compound circular curve to the right, through a central angle of 15°37'23" and having a chord which bears S46°49'48"E 60.36 feet; thence 89.06 feet along the arc of a 324.61 foot radius non-tangential reverse circular curve to the left, through a central angle of 15°43'10" and having a chord which bears S46°15'38"E 88.78 feet to the Place of Termination and containing 1.367 acres (59,539 square feet), more or less, said Place of Termination bears the following three courses from the North 1/4 corner of Section 9, also being the South 1/4 corner of Section 4, T2S, R5E, Scio Township, Washtenaw County, Michigan: 1) S86°39'50"W 741.69 feet along the North line of said Section 9, 2) S38°20'16"E 143.22 feet and 3) S16°50'16"E 301.63 feet.

## NOTE:

BEARINGS ARE BASED ON THE EAST LINE (FROM EAST 1/4 CORNER TO SOUTHEAST CORNER) OF SECTION 5 BEING S02°22'15"E, AS SHOWN HEREIN. BASIS OF BEARING WERE DETERMINED BY RTK OBSERVATION FROM MDOT CORS, NAD83 WITH NSRS 2012 ADJUSTMENT, MICHIGAN STATE PLANE SOUTH ZONE (2113), INTERNATIONAL FEET.

NOVEMBER, 2017  
2075134401



**Stantec**

3754 Ranchero Dr.  
Ann Arbor, MI 48108

www.stantec.com

Phone: 734.761.1010

Fax: 734.761.1200

*Paul C. Eros*



Client/Project

WASHTENAW COUNTY PARKS &  
RECREATION, B2B, D-2 PH1  
HURON-CLINTON METROPARKS

Figure No.

**SHEET 4 OF 4**

Title

**PUBLIC SHARED USE  
PATH EASEMENT**



EXHIBIT B  
HURON CLINTON METROPOLITAN AUTHORITY PROPERTY

BURDENED PARCELS

Parcel 1

Land in Scio Township, Washtenaw County, Michigan to wit:

LAND LYING IN SECS 4 & 5, SCIO TWP DESC AS THAT PART OF THE E 1/2 OF E 1/2 OF SEC 5 AND W 1/2 OF SW 1/4 OF SEC 4 LYING N OF THE HURON RIVER AND S OF W HURON RIVER DRIVE. PT SECS 4 & 5, T2S-R5E, 42.22 AC.

Tax ID #H-08-050-400-001

Parcel 2

Land in Scio Township, Washtenaw County, Michigan to wit:

LAND IN THE SW 1/4 SEC 4 AND NW 1/4 SEC 9, BOUNDED ON N & E BY THE HURON RIVER, ON S BY THE MICHIGAN SENTRAL RAILROAD CO RIGHT-OF-WAY W BY THE MICHIGAN CENTRAL RAILROAD PUMP HOUSE PARCEL, E BY THE MICHIGAN CENTRAL RAILROAD BRIDGE SECS 9 & 4 T2S R5E 17.83 AC.

Tax ID #H-08-09-200-002





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: RFP 506-17-486P  
 Subject: Approval – Engineering and Architectural Design Services Proposal  
 Project Title: Lower Huron/Willow Park Office Replacement  
 Date: March 1, 2018

## Action Requested: Motion to Approve

That the Board of Commissioners' (1) accept the proposal from Straub Pettitt Yaste dated Feb. 13, 2018 in the amount of \$121,300 for engineering and architectural design services for the development of the Lower Huron/Willow Park Office; and (2) for the Maple Beach and Baypoint Beach restroom facilities in the amount of \$67,000; and (2) approve the transfer a total of \$67,000 from Engineering professional services to Kensington and the Stony Creek Capital account as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** In the 2017 budget, \$150,000 was allocated for design services for the replacement of the Lower Huron Park office. Funds are available in the Engineering professional services account for the cost of the design drawings for Maple Beach (Kensington) and Baypoint beach (Stony Creek) restroom facilities.

**Background:** At its Oct. 12, 2017 meeting, the Board gave staff approval to move forward with a design strategy for the Lower Huron Park office. Proposals were requested for architectural and engineering design services for the replacement of the Lower Huron Park office building. Staff received 10 responses for the request for proposals.

After reviewing all of the submitting firms past work experience, understanding of the project, overall design fit with the expected project deliverables, and costs, staff recommends Straub, Pettitt, and Yaste for the design of the project. SPY has previous work experience with parks including Straits State Park, Grand Haven State Park, Petoskey State Park and has done previous work with Oakland county on accessibility assessments. The firm has 59 years of experience and has received many awards for their work. References were contacted and all were pleased with the completed projects and deliverables.

The current park office at Lower Huron Metropark needs to be replaced. The original structure was built in 1958 and there have been modifications to the original structure since that time to try and make the building more usable as a park office.

The original structure is a steel pre-fabricated building that was modified into a park office. The current building is shifting and one wall of the building is slowly separating as the foundation is moving. The existing building entrances and restrooms do not meet accessibility requirements and the overall layout of the building is not conducive for the public. In addition, the existing building location is not optimal for the public or park operations.

The engineering and planning departments, working with park staff, have been looking at the best location for the building. During discussions, park staff requested the building be located within Willow Metropark. The new location will support Lower Huron, Willow and Oakwoods, and by relocating the building to Willow allows for a more central location. In addition, park staff noted that there are more

scheduled large groups that frequent Willow especially during the fall and with the park offices associated with Turtle Cove, Lower Huron is more self-supporting operationally during the busy season and does not need another office at that location.

In 2017, staff worked with students from the University of Michigan's architectural department to develop concepts and space requirements for a new park office building. The space requirements and layout were incorporated into the design request for proposals from possible proponents for the project.

The proposed space concept resulted in a building of approximately 7,645 square feet (the existing park office is approximately 3,700 square feet). The proposed building will provide a public lobby area, which currently does not exist in the current building, storage, offices, lunchroom, restroom facilities for staff and the public, secure areas including police offices, ready room and storage. The building will be able to support all three parks for the next 50 or more years.

In addition to the scope of work bid for Lower Huron park office, after reviewing the proponents and experience as well as to expedite the construction of the restroom facilities at Maple Beach (Kensington) and Baypoint Beach (Stony Creek), staff requested a cost estimate for design services for these two additional structures.

Originally, building costs were obtained for prefabricated structures. After reviewing the costs associated with setting and transporting the buildings to the site, probable savings can be attained by a conventional on site built system. Engineering staff is designing the site, however architectural drawings are needed for incorporation into the bidding documents. A building layout with the associated fixture count is already known and the associated drawings for structural and mechanical systems are all that is needed at this time for bidding the two projects.

<u>Design Firm</u>	<u>City</u>	<u>Amount</u>
JFR Architects	Sterling Heights	\$ 72,424.00
Spicer Group	Dundee	\$ 80,000.00
Metro Consulting Associates, LLC	Plymouth	\$105,765.00
<b>Straub, Pettitt, Yaste</b>	<b>Clawson</b>	<b>\$121,300.00</b>
Anderson, Eckstein and Westrick (AEW)	Shelby Township	\$126,500.00
Niagara Murano	Birmingham	\$136,520.00
DiClemente Siegel Design Inc.	Southfield	\$152,000.00
Norr	Detroit	\$162,860.00
Sidock Group Inc	Wyandotte	\$175,750.00
FTC&H	Grand Rapids	\$208,740.00
2016 Budgeted Amount for Design, Contract Services and Administration		\$150,000.00
Proposed Design Work Order Amount		
Design Services- Straub, Pettitt, Yaste		\$121,300.00
Contract Administration		<u>\$ 10,000.00</u>
Total Proposed Design Work Order Amount		\$131,300.00

**Attachment: Struab, Pettitt, Yaste Proposal**

## **HURON-CLINTON METROPOLITAN AUTHORITY**

Professional Architectural / Engineering Design Services Proposal  
for the



**WILLOW METROPARK**  
**PARK OFFICE BUILDING REPLACEMENT AND SITE DEVELOPMENT**  
Project Number: 506-17-486P

February 13, 2018



Straub  
Pettitt  
Yaste



Straub  
Pettitt  
Yaste

ARCHITECTURE

850 NORTH CROOKS, SUITE 200  
CLAWSON, MICHIGAN 48017-1311

PLANNING

248-658-7777 P H O N E  
248-658-7781 F A X  
mail@straubpettityaste.com  
www.straubpettityaste.com

INTERIOR DESIGN

February 13, 2018

**Mike Brahm-Henkel, *Manager of Engineering***  
**HURON-CLINTON METROPOLITAN AUTHORITY**  
**Department of Engineering**  
**13000 High Ridge Drive**  
**Brighton, Michigan 48114**

**RE: Architectural / Engineering Design Services Proposal for the**  
**Willow Metropark**  
**Park Office Building Replacement and Site Development**  
**RFP Number: 506-17-486P**

**Dear Mr. Brahm-Henkel:**

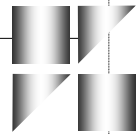
**Straub Pettitt Yaste Architects** is pleased to have this opportunity to submit a Proposal for Architectural / Engineering Design Services for the **Willow Metropark - Park Office Building Replacement and Site Development Project**.

The purpose of this project is to provide design services for the development of a 7,600 square foot office building which will serve the Willow, Lower Huron, and Oakwoods Metroparks. The facility will be located within Willow Metropark on approximately 10 wooded acres of park property in Van Buren Township. Architectural and engineering services will focus on review of the existing concept and proposing value engineering, development of detailed building and site plans, design of electrical and mechanical systems. Work will include parking lot, standby generator, site drainage, specifications, permits, cost estimates, bidding and construction administration services, attendance at necessary local meetings, and coordination with local utilities including communications, water, sewer, electric, and gas.

As one of the premier architects in Michigan for the last 59 years, **Straub Pettitt Yaste Architects** and its associated consultant design team are well equipped to face the project challenges for the following reasons:

1. Our *experience and expertise*, including that of our consultant team, in the design and planning of public facilities, including park facilities and offices, is extensive. This same design team recently completed the **Straits State Park Lower Campground Toilet Shower Building Replacement** and the **Grand Haven State Park Channel Restroom Building Replacement**. Our design team includes:

<b>Straub Pettitt Yaste Architects</b>	<i>Architecture / Planning</i>
<b>Potapa-Van Hoosear Engineering</b>	<i>Mechanical Engineering</i>
<b>TAC Associates</b>	<i>Electrical Engineering</i>
<b>Beckett and Raeder</b>	<i>Civil Engineering / Landscape Architecture</i>
<b>SME</b>	<i>Geotechnical Investigation</i>



2. Our design *method of collaboration* between all Project Team members (Architect, Consultants, Huron-Clinton Metropolitan Authority administration and staff, governing authorities, Contractors, and the Public) ensures that every person's energy and ideas are properly incorporated into the successful project results. This is focused on the early identification and understanding of the design problem that needs to be solved. In fact, at the beginning of the project, our team will immerse themselves in the park operations to gain a good understanding of the project problem. This immersive experience will give us the kind of insight into the project needs that could not be gathered in any other way. This process and collaborative method of our past performances should be confirmed with our references.
3. Our *recognitions* include *peer recognitions* of 63 Honors and Awards, of which 40 are for public facilities, and *client recognitions* of simply continuing to retain us for their projects. In fact, we are very proud of our long term, repeat clients and have built our practice around this philosophy of providing high quality, professional, personal, and ethical services on a perpetual basis.
4. Our ability to *manage* the **Project Cost Models, Quality Considerations, and Schedule Parameters** is superior. Schedule, cost, and quality coordination is especially important in park projects.

On a personal note, I worked for the Huron-Clinton Metropolitan Authority for two summers at the Lower Huron Metropark as a lifeguard and even some time on the grounds crew. I have first-hand experience as to how the park operates.

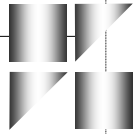
Please feel free to contact us if there is further need for information of any kind or you would like to meet in person. We look forward to collaborating and to meeting where we can discuss in more detail your goals for this project. Thank you for your consideration.

Sincerely,

**Straub Pettitt Yaste Architects**

**J. Stuart Pettitt, FAIA, LEED AP**  
*Principal*





## WILLOW METROPARK

### Park Office Building Replacement and Site Development

#### Firm

#### **Straub Pettitt Yaste Architects**

850 North Crooks, Suite 200  
Clawson, Michigan 48017-1311  
248-658-7777  
248-658-7781 fax  
[www.straubpettityaste.com](http://www.straubpettityaste.com)

#### Contact Persons

**J. Stuart Pettitt, FAIA, LEED AP, Principal**  
[spettitt@straubpettityaste.com](mailto:spettitt@straubpettityaste.com)

**Richard A. Mann, AIA, Principal**  
[rmann@straubpettityaste.com](mailto:rmann@straubpettityaste.com)

#### Principals

**J. Stuart Pettitt, FAIA, LEED AP**  
**Richard A. Mann, AIA**  
The Principals are each licensed  
to practice architecture in Michigan.

#### Type of Legal Entity and Year of Organization

Michigan Professional Corporation  
Incorporated 1959  
Federal ID 38-1855501

#### Consultant Team

*Mechanical Engineering*  
**Potapa – Van Hoosear Engineering, Inc.**  
47810 Van Dyke Avenue  
Shelby Township, Michigan 48317  
586-997-0922 / 586-997-0912 fax

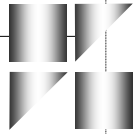
*Electrical Engineering*  
**TAC Associates, LLC**  
4321 East Camden Road  
Osseo, Michigan 49266  
517-254-4789 / 517-254-4886 fax

*Landscape Architecture*  
**Beckett & Raeder, Inc.**  
535 W. Williams, Suite 100  
Ann Arbor, Michigan 48103  
734-663-2622 / 734-663-6759 fax

*Geotechnical Investigation Consultant*  
**Soil and Materials Engineers, Inc.**  
4705 Clyde Park Avenue SW  
Grand Rapids, Michigan 49509-5114  
616-406-1756 / 616-406-1749 fax







## **WILLOW METROPARK**

### **Park Office Building Replacement and Site Development**

#### **Understanding of the Project Requirements**

The Huron-Clinton Metroparks consist of 13 beautiful parks, covering over 25,000 acres throughout Southeast Michigan, encompassing Livingston, Macomb, Oakland, Washtenaw, and Wayne counties. This park system was created in 1940 by the citizens of Southeast Michigan, providing excellent recreational and educational opportunities while serving as stewards of its natural resources.

This proposal responds to the Huron-Clinton Metropolitan Authority request for professional architectural and engineering design services for the development of a 7,600 square foot building which will serve as the Willow, Lower Huron, and Oakwoods Metroparks park office.

A building concept, floor plan, and site plan have been previously developed for a location within Lower Huron Metropark. After reviewing, it was determined to relocate the proposed site to Willow Metropark on approximately 10 wooded acres of park property which is situated off of I-275 and South Huron Road in Van Buren Township.

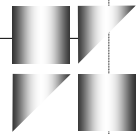
The goal is to consolidate three parks with a facility providing management and support services for the parks. The Authority is requesting architectural and engineering design services to focus on:

- Review existing concept and propose value engineering to the concept,
- develop detailed building and site plans,
- design electrical and mechanical systems,
- work includes specifications,
- provide bidding and construction services,
- attend all necessary meetings,
- coordinate with local utilities which include communication, water, sewer, electric, and gas.

#### **Project Work Plan**

This project will encompass the need for Program Analysis, Preliminary Design, Final Design, Construction Administration - Office, and Construction Administration - Field.

The most important factor in shaping and proposing a Design Solution is people involvement. Many should be involved in the planning and design process, particularly the occupants and users of the Willow, Lower Huron, and Oakwoods Metroparks. In fact, Straub Pettitt Yaste Architects insists that all stakeholders (Huron-Clinton Metropolitan Authority and Staff, Consultants, and the public, if possible) be members of our design and planning team.



## ***WE ARE GOOD LISTENERS!***



The programming process is the development of a program of space requirements – finding out what spaces are needed and determining the affinities of these spaces.

Although Space Programming was stated as not part of this project, it will be necessary to consider at least preliminarily the spaces needed in a new or renovated facility to determine size requirements.



## ***WE ARE GOOD INTERPRETERS!***

Programming is the prelude to a preliminary plan.

Programming seeks out and defines the client's facility problems; planning and design solve them.

Without good programming, the client doesn't know whether budget and space requirements are in balance; or whether assumptions are correct; or whether needs and wants are being confused.

*We have already started to develop the Project Work Plan as we have done many times before by using the story board process.*



## ***WE FOLLOW A WORK PLAN!***

This has resulted in the following tasks, which are an orderly framework for study phase; making sure that all points with any bearing are brought out; and serving to classify and document, in a methodical way, the information the design team will use as design alternatives are developed, analyzed, and compared.

### ESTABLISH GOALS

- Review proposed design & planning process and methodology with the whole project team. Make revisions as necessary and gain commitment.
- Interview Authority and Staff to determine overall goals in terms of desired physical or psychological environments, quality, how the facilities will affect the activities to be housed, costs, and expected timelines.
- Set up structure and techniques to obtain necessary information from the project team and the community – anyone with necessary knowledge of significant influence.
- Determine and document project goals.



## GATHER INFORMATION

*Collect, Organize, and Analyze Project Facts*

- Obtain Willow Metropark surveys, site drawings, building drawings, etc.
- Document and evaluate the present macro and micro site conditions.
- Interview Authority's Staff to determine their functional requirements, needs, and wants.  
Discover how the Metroparks operate, how services are delivered,  
and how it should operate in the future.

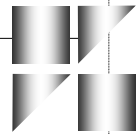
## EXPLORE OPTIONS

*Analyze Organization and Operation*

- Evaluate flow charts dealing with the movement of people, vehicles, services, goods, and information.
- Determine and understand the organizational concepts and functional relationships.
- Discuss and identify the general character of architectural form which the Metroparks intend to project as an image. Describe the role of the facility in the surrounding site including symbolic and aesthetic goals.
- Identify the importance of energy conservation.

## DEVELOP DESIGN ALTERNATIVES

- Identify and document new building option.
- Develop two-dimensional studies of Conceptual Site Plans  
and Conceptual Floor Plans for each alternative option.
- Review and evaluate with Authority's Administration and Staff each alternative option.
- Calculate areas and volumes, and analyze plan efficiency.
- Develop the Project Cost Model as a *detailed simulation* of the whole project cost  
for each alternative option based on budget, historical cost data,  
and local construction market conditions. Consider life cycle costs.
- Some of the cost elements to be considered are as follows:
  - Site Development*
  - Building Construction*
  - Professional Services*
  - Government Code Reviews*
  - Phasing or Schedule Issues*
  - Geotechnical Investigation*
  - Surveys*
  - Construction Testing*
- Choose appropriate alternative option based on best overall value.



## Similar Experience

Currently, Straub Pettitt Yaste is in the midst of a Building Replacement project at Grand Haven State Park. The challenge is to produce a long-lasting and economical facility.

We are intimately familiar with the Grand Haven State Park Site and Facilities.

Other recent experience includes the replacement of two existing toilet / shower buildings in the Straits State Park Lower Campground that have exceeded their useful visitor service and operational life expectancy. Michigan Department of Natural Resources Parks and Recreation Division (MDVR PRD) has collaborated with Straub Pettitt Yaste Architects on designs for the replacement toilet / shower buildings which opened to the public on June 20, 2016.



Straits State Park  
Lower Campground Toilet / Shower Building

East



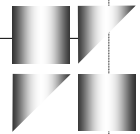
West

This project also started out with the Phase 100 Study. The Phase 100 Study Report recommendation was to proceed with the design of two facilities with the prefabricated construction methodology. The floor plan layout and elevations of the prefabricated units were appropriately designed specifically for the Straits State Park requirements. A number of esthetic options were available for consideration as the design process moved into the Preliminary Design Phase. Masonry walls, metal roofs, low or non-maintenance materials and systems will be incorporated into the design and specifications. In addition, the design character was appropriate for the Straits State Park environment while also incorporating all the detailed functional requirements.

The project design challenges included designing a quality and harmonious prefabricated building while taking into consideration all the limits and opportunities of the prefabricated systems. The tasks encompassed creating covered and protected building entrances, facilitating daily and seasonal operational efficiencies, and developing the proper design expression with appropriate forms, materials, and finishes. The overall goal was to not be limited by the prefabricated companies catalog suggestions and standards but to use design thinking and creativity to successfully respond to the functional needs and achieve all the project goals.

Design options and professional recommendations took into account natural features, visitor use patterns and desired visitor needs, existing park infrastructure, and overall park operations. The above requirements and challenges were addressed as the project moved into future design stages.

Ultimately, the Construction Documents were prepared to allow for a Prefabricated Building System or a Conventional Site Built System. The hope was to determine definitively the best value construction method for the DNR Parks and Recreation Division since there are 100 State Parks with multiple Toilet Facilities. The bids for the Conventional Site Built System were nearly 25% less than the Prefabricated Building System. Thus, the Conventional Site Built Construction was built at the Straits State Park and will likely be the methodology in the future.



In many respects the Willow Metropark Park Office Building project is also similar to projects we completed in Petoskey, Michigan. We teamed with Beckett and Raeder, who designed a new park within the Bear River Valley through Petoskey. Our portion of the project was to design two, low maintenance toilet room structures, two picnic shelters, a stair tower for access into the valley, and a new Petoskey Parks and Recreation Headquarters Office Facility.

### Best Team

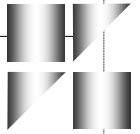
Straub Pettitt Yaste Architects has assembled a competent, experienced and motivated team which is the same team completing the above mentioned projects. Most important is our reputation as good problem solvers. Our team has the proven leadership skills to collaboratively follow a methodical process that culminates in successful solutions. Please contact our references to confirm how successful our collaborative team efforts were in facing their challenges and solving their facility problems.

The Straub Pettitt Yaste Team has provided professional services on many challenging projects. We like unusual and tough projects because it gives us a chance to grow our relationship with the client. Straub Pettitt Yaste Architects would like to start a fruitful, long-term relationship with the Huron-Clinton Metropolitan Authority by proving that we can properly manage your projects, meet project schedules, and successfully solve facility challenges.

Our goal is to provide value to our clients. We aim to produce quality design deliverables which provide thorough information on the project to successfully produce facility results.

The following pages represent some park experience and our many distinctions and awards.



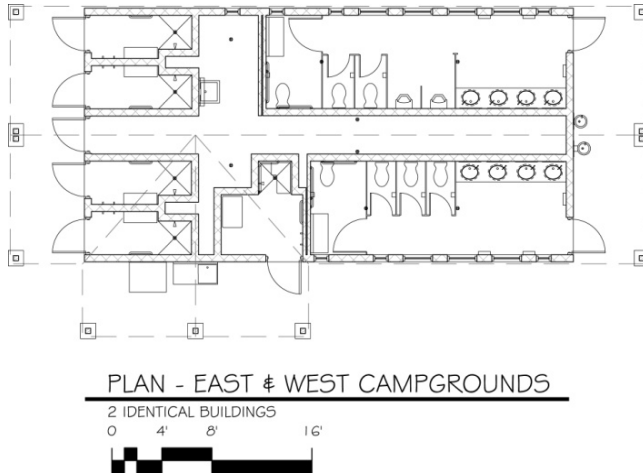


**STATE OF MICHIGAN – DEPARTMENT OF NATURAL RESOURCES  
STRAITS STATE PARK TOILET AND SHOWER BUILDINGS**

*St. Ignace, Michigan*



*Completion Date: June 2016  
Gross Square Feet: 1,994 (Two Buildings)  
Construction Cost: \$861,779*



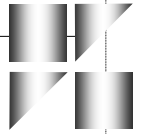
The goals for this project are to design a structure that is attractive, functional, and durable toilet shower building which is more economical than the current design standard.

The durable, economic design solution employs split-faced concrete masonry, polished and sealed concrete floors, anodized aluminum doors and windows, solid plastic toilet compartments and solid surface counters. The only maintenance items are the routine toilet and shower room cleaning.

*REFERENCES:*

**Robert Adams, Project Director**  
State of Michigan DTMB  
Facilities & Business Services Administration  
Design and Construction Division  
1000 Cedar Ave. - P.O. Box 555  
Iron Mountain, Michigan 49801  
517-242-1088





## CITY OF PETOSKEY DEPARTMENT OF PARKS & RECREATION BEAR RIVER VALLEY PARK STRUCTURES

Petoskey, Michigan

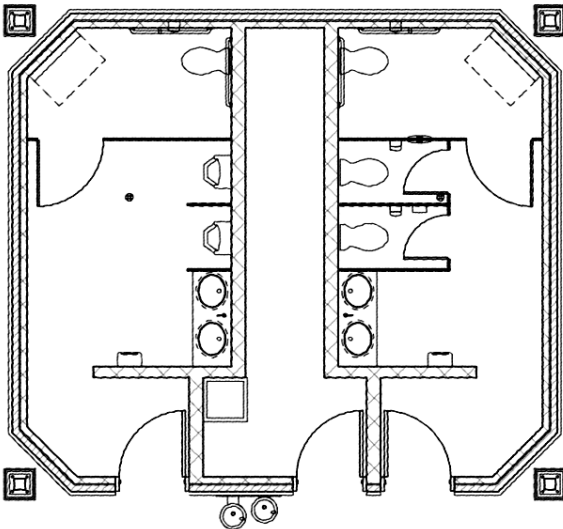
Completion Date: 2011  
Stair Tower Cost: \$155,000  
Park Buildings Cost: \$530,000



The City of Petoskey began developing an inner city park for public use. Amenities such as picnic shelters, toilet facilities, and an observation tower were included to help promote community use.

All of the structural elements were designed on a module to provide economy and ease of construction. The use of concrete, brick and steel are intended to compliment the existing civic center complex.

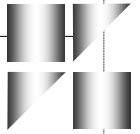
Two restroom buildings, two park shelters, and one stair tower were included in this project.



### REFERENCE:

Mike Robbins, DPW Director  
City of Petoskey Department of Parks & Recreation  
101 East Lake Street  
Petoskey, Michigan 49770  
231-347-2500





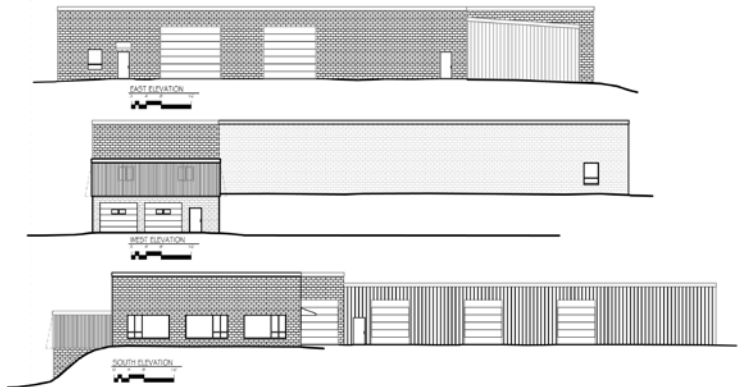
## PETOSKEY PARKS & RECREATION BUILDING HEADQUARTERS OFFICE BUILDING

Petoskey, Michigan

Completion Date: October 2007  
Estimated Construction Cost: \$575,000

Part of the Master Plan for Petoskey's Parks and Recreation Department called for the renovation of several existing buildings. We were charged with upgrading a newly purchased office and garage/storage building to meet the current needs of the city. Part of the garage area was converted to a vehicle wash bay to allow the city to better maintain their fleet of vehicles. The existing front office area was converted to house the department staff. Other improvements included a replacement of the existing restroom facilities, removal of an existing mansard roof, rehabilitation of the exterior finishes and restoration of the loft storage areas of the garage.

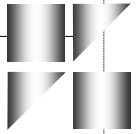
A 2009 study called for the northwest portion of the building is to be converted to house two ambulances. The second floor space above the ambulance bays would then be converted to house the emergency crews assigned to the ambulances below, including shower and restroom facilities.



### REFERENCE:

Mr. Mike Robbins, Director  
Department of Public Works  
City of Petoskey  
101 E. Lake Street  
Petoskey, Michigan 49770  
(231)-347-2500



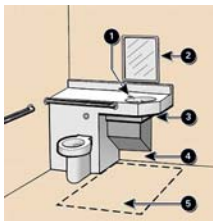
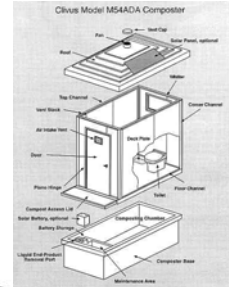
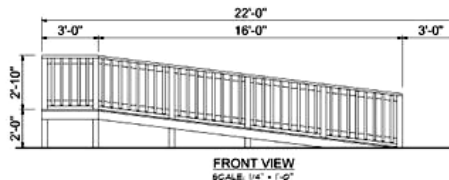


**OAKLAND COUNTY PARKS & RECREATION  
AMERICANS WITH DISABILITIES ACT  
ASSESSMENT AND MASTER PLAN**  
*Oakland County, Michigan*

**Study Completion Date:** April, 2006  
**Estimated Construction Cost:** \$7,043,630  
**Proposed Schedule per Individual Project**

Oakland County Parks and Recreation is perhaps one of the most progressive such organizations in the country. They were determined to provide accessibility to all residents of the county. Straub Pettitt Yaste was retained because of their extensive master planning, experience, and emphasis on programming, and unique staff familiarity with the ADA.

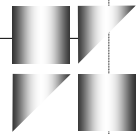
The firm was challenged by the size of the project with eleven parks and many building structures. Careful and meticulous project management efforts lead to a thorough and detailed Master Plan. Priorities established areas of greatest need allowing for phased completion of the modifications and improvements. Such a solution also provided a funding package that could be addressed over several years.



**Reference:**

**Mike Robbins**, DPW Director  
City of Petoskey  
101 East Lake Road  
Petoskey, Michigan 49770  
231-347-2500





## STRAUB PETTITT YASTE HONORS AND AWARDS

### AMERICAN INSTITUTE OF ARCHITECTS MICHIGAN HONOR AWARD

Montcalm Community College <i>Beatrice E. Doser Building</i>	Oakland Community College/Southfield Campus
Bay de Noc Community College <i>Joseph L. Heirman University Center</i>	Sterling Heights Public Works Facility
Henry Ford Community College <i>Child Activity Center</i>	Staman Garage and Salt Storage Facility
Saint Paul of Tarsus Catholic Church	Troy Public Library
Bay de Noc Community College Learning Resource Center	

### AMERICAN INSTITUTE OF ARCHITECTS DETROIT HONOR AWARD

1300 Lafayette East Apartments	University of Michigan-Dearborn Recreation Building
Bay de Noc Community College <i>Joseph L. Heirman University Center</i>	Kinross Correctional Facility
Henry Ford Community College <i>Child Activity Center</i>	Sterling Heights Public Works Facility
Oakland/Troy Airport Terminal	Staman Garage and Salt Storage Facility
Oakland Community College/Royal Oak Campus	Troy Public Library
Brighton Civic Center	Peoples Federal Savings and Loan
Sterling Heights Nature Interpretive Center	Schwartz House
Oakland Community College/Southfield Campus	

### AMERICAN INSTITUTE OF ARCHITECTS FIRST HONOR AWARD

Schwartz House

### AMERICAN INSTITUTE OF ARCHITECTS ARCHITECTURAL PHOTOGRAPHY COMPETITION SPECIAL COMMENDATION

### MASONRY INSTITUTE OF MICHIGAN EXCELLENCE IN MASONRY DESIGN AWARD

Wayne County Community College District <i>Western Campus</i>	Brighton Civic Center
Henry Ford Community College <i>Child Activity Center</i>	Sterling Heights Nature Interpretive Center
Saint Paul of Tarsus Catholic Church	Troy Fire Station No. 2
Maple Development Associates Office Building	North Hills Christian Reformed Church

### ENGINEERING SOCIETY OF DETROIT OUTSTANDING ACHIEVEMENT AWARD FOR BUILDING DESIGN AND CONSTRUCTION

Montcalm Community College <i>Beatrice E. Doser Building</i>	Troy Fire Station No. 2
Bay de Noc Community College <i>Learning Resource Center</i>	Nissan Engineering Research Institute
Oakland Community College/Royal Oak Campus	Cavell Vacation Home
Oakland Community College/Southfield Campus	Sterling Heights Public Works Facility
Kinross Correctional Facility	Staman Garage and Salt Storage Facility

### CONSTRUCTION ASSOCIATION OF MICHIGAN CONSTRUCTION SHOWCASE AWARD

TRW Vehicle Safety Systems Corporate Office Building

### ASSOCIATION OF SCHOOL BUSINESS OFFICIALS ARCHITECTURAL AWARD FOR EXCELLENCE

Oakland Community College/Southfield Campus  
Bay de Noc Community College *Learning Resource Center*

### AMERICAN ARCHITECTURE STATE OF THE ART IN THE 1980S AWARD

Oakland Community College/Royal Oak Campus  
Oakland Community College/Southfield Campus

### GREAT LAKES FABRICATORS AND ERECTORS ASSOCIATION ARCHITECTURAL AND ENGINEERING MERIT AWARD OF DISTINCTION

Oakland Community College/Royal Oak Campus  
Sterling Heights Library and Justice Facility

### THE AMERICAN INSTITUTE OF ARCHITECTS AND AMERICAN CORRECTIONAL ASSOCIATION DESIGN EXHIBITION OF ARCHITECTURE FOR JUSTICE

Kinross Correctional Facility

### CONCRETE REINFORCING STEEL INSTITUTE DESIGN AWARD

Oakland Community College/Southfield Campus

### AMERICAN SCHOOL AND UNIVERSITY AWARD OF MERIT

Oakland Community College/Southfield Campus

Bay de Noc Community College *Learning Resource Center*

### THE CHURCH ARCHITECTURAL GUILD OF AMERICA HONOR AWARD

University Reformed Church

### ARCHITECTURAL RECORD AWARD OF EXCELLENCE

Schwartz House

### PROGRESSIVE ARCHITECTURE DESIGN AWARD

Troyton Manor Swimming Club

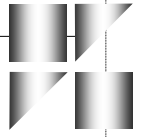
### TROY CHAMBER OF COMMERCE BEAUTIFICATION AWARD

Oakland / Troy Airport Terminal

First Citizen's Bank Building

J&M Reproductions

### NEENAH PAPER BRONZE MEDAL



### WILLOW METROPARK

#### Park Office Building Replacement and Site Development

##### Management

**Over the past 59 years Straub Pettitt Yaste Architects has developed a proven design methodology and project flow process.**

Our collaborative design approach involves and includes the Huron-Clinton Metropolitan Authority Administration and Staff, the Willow, Lower Huron, and Oakwoods Metropark Park Managers and Staff, Contractors, Consultants, and Government Review Agencies. This process generates a better project result and a happier client.

We will elicit from the entire ***Project Team*** the elemental issues and together we will explore responses to these issues. We will review the project scope with the ***Project Team*** and discuss the issues, determine the goals, and establish priorities for consideration and implementation. Our client's facility problems are therefore solved successfully not only functionally and technically but creatively.

The secret to successful projects is effective project management by both owner and architect. The most important issues for this project are good communication between all Team Members and adherence to the cost, quality, and schedule requirements.

Project scope, schedule, and cost are inextricably related. Any two of these variables can be fixed and controlled in design; the marketplace takes care of the third. Priorities set within these three will help establish the final scope, schedule and cost.

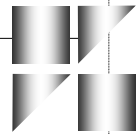
The ***Straub Pettitt Yaste*** team will ask questions about the project scope and budget. Even when these have been developed through painstaking effort, it helps all to come to understand the project requirements and reveal any existing or potential problem areas.

As design proceeds, important issues will surface. The design process will bring increased understanding of the project. As a result, the project will evolve.

Each milestone, at key decision meetings, will be used to ensure continuing consensus on project scope, levels of quality, schedule expectations, construction cost, and overall budget.

The secret to successful projects is effective project management by the owner and architect design team. A summary of what can be done to keep the project running smoothly throughout design and construction is presented here:

**Project Plan:** A project plan will be developed. The plan will be updated on a regular basis and after any major change in scope, services, or schedule.



**Project Team:** The Authority will be part of the project-planning process and all project meetings. Deadlines, as well as decision processes, will be reflected in the project plan.

**Owner Project Manager:** A single person representative should be identified. The scope of the representative's authority should be understood by all involved.

**Coordination:** Care will be taken since several people or departments may be involved in the project work. The representative will clarify conflicting advice or requirements to avoid later problems.

**Meetings:** Regular meetings of the project team will be planned with clear agendas and follow up assignments. Minutes will be prepared that clearly identify what was decided, what items require decision making, and who is responsible for the next steps. Minutes will be circulated to all team members.

**Documentation:** Contacts between the architectural team and owner team (for example – phone conversations and data-gathering sessions) will be documented and the results shared with appropriate members of the project team. This system keeps everyone informed of what is being discussed and decided outside of the formal project meetings and presentations.

**Milestones:** The owner-architect agreement will designate design phases and submissions by the architectural team. These milestones are to review what has been done and to approve moving forward.

**Decision Process:** The owner team and the architectural team must understand the decision-making – who requires what information, who requires whose approval before deciding, and how much time should be allocated for review of submissions.

**Decisions:** Owner decisions should be made when they are called for to not upset the delicate balance between project time, cost and quality.

**Questions:** The owner is encouraged to ask questions and pay particular attention to design submissions, for the work of each phase is further developed in the next. The submissions should be looked at carefully and anything unclear or incorrect questioned. Questions should be cleared up before the construction contract documents phase begins to save time and money.

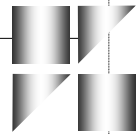
**Problems:** Problems and concerns will be addressed as they arise and not ignored.

The above *Management Approach* methodology is used on all *Straub Pettitt Yaste Architects* projects.

### Technical Approach

In the 1980's, the late Charles Moore, FAIA, said that the only architectural truth that he had discovered was that "participatory design always works." Over the years, *Straub Pettitt Yaste Architects* and their *Consultant Team Members* have adopted this philosophy.





All architects say that they collaborate. Most clients and owners say that they collaborate. Some contractors say that they collaborate. In reality we have found that each project and each architect/client/contractor relationship is unique and the collaborative process is not always the same or predictable. What we do at the beginning of each project is develop a unique collaboration process based on many factors including the particular project definition itself and the wishes of the client based on their operational culture. This collaborative plan will be the first issue addressed. Perhaps the best way to understand the success of our collaborative process is to contact our past clients and ask them about their projects. They will have an individual viewpoint based on their particular project experience, which will give key insights.

***Straub Pettitt Yaste Architects*** and our accomplished Consultant Team treat each new architectural assignment as a new challenge with each site or building having its own special conditions and each client having his or her own unique goals and requirements.

All aspects of each particular project are synthesized, discovering the uniqueness and resolving the conflicts in an atmosphere of social, cultural, aesthetic, moral and environmental responsibility.

***Straub Pettitt Yaste*** is open to collaboration of other minds and energies so that as many people as possible get involved with making a building and then caring for it. In fact, we employ an Integrated Consultant Team Approach with each consultant taking the lead in existing conditions investigation, gathering information, analysis, and specific problem identification in their own area of expertise.

The diversity of our assignments, including size and cost over the years has caused us to never lose sight of the “big picture.”

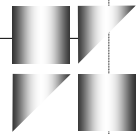
Our Design Team believes each major task in our Collaborative Work Plan is a challenge. It is only by concerted effort and commitment to you that each challenge can be conquered. ***Straub Pettitt Yaste*** and our *Consultant Team Members* pledge that both qualities shall be honored.

A flow chart, as a graphic representation of the Collaborative Work Plan, is developed to form the basis of the ***Straub Pettitt Yaste Project Approach*** customized for each individual project assignment.

### Proposed Services Outline

This outline is intended to identify in brief form the pertinent responsibilities and tasks of the Michigan Department of Technology, Management and Budget Standard Contract for Professional Services and other tasks particular to this project.

Some tasks are identified with minimal narrative. Others are more specific to this project and are described in or with greater detail.

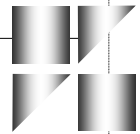


### Schematic Phase

- Obtain existing building drawings, site drawings, and utilities information/location
- Kickoff meeting with Project Team (Huron-Clinton Metropolitan Authority and Staff) establishing project plan and schedule
- Organize communication hierarchy
- Describe and document complete project scope of work
- Collaborate on project goals
- Establish functional and operational needs requirements
- Analyze and review existing sites
- Obtain and research other recent toilet/shower building designs
- Explore options
- Analyze and evaluate options
- Meet and review with Authority and Staff to present recommendations
- Obtain survey including detailed existing site documentation, utility drawings, and topography
- Obtain soil borings and geotechnical investigation
- Design architectural, civil, mechanical and electrical
- Verify code compliance of design and determine which Agencies will be required to review
- Establish a projected construction cost estimate/schedule.
- Meet and review with Authority and Staff the 50% schematic design drawings, renderings, and estimate.
- Continue design with more detail.
- Draft the architectural, structural, mechanical and electrical drawings
- Determine specification sections for project.
- Review cost estimate/schedule, make revisions as necessary.
- Review with Authority and the Staff the 90% preliminary design – architectural plans, sections, elevations, material selection, cost estimate, site, structural, mechanical and electrical.
- Prepare documents suitable for a trust fund grant application

### Final Design

- Complete design of architectural, structural, mechanical, electrical, and civil systems
- Meet for Final Design review at 50% of design completion – architectural plans, sections, elevations, outline specifications, cost estimate, site drawings, structural drawings, plumbing drawings, HVAC drawings, and electrical drawings
- Complete specifications
- Complete drawings and coordinate drawings and specifications
- Review cost estimate for any need of changes
- Review drawings with permitting agencies as necessary.
- Meet for Final Design review at 90% of design completion – architectural plans, sections, details, elevations, specifications, cost estimate, site drawings, structural drawings, plumbing drawings, HVAC drawings, and electrical drawings
- Incorporate any necessary changes from review
- Submit Final Construction Documents to LARA/BCC and any other Agencies having jurisdiction for code review and permitting
- Lead Pre-Bid conference for contractors
- Receive RFI's and write addenda as necessary
- Review and make recommendation of received bids



#### Construction Administration – Office Services Phase

- Review shop drawings and respond to RFI's.
- Review payment requests.
- Review contractors progress and progress with respect to the agreed upon schedule.
- Evaluate the contractor's performance for adherence to the project manual/construction documents.
- Evaluate and respond to any claims.
- Create a punch list.
- Collect and create record documents for the project including operation and maintenance manuals.

#### Construction Administration / Field Inspection Service Phase

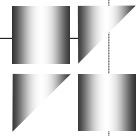
- Meet with selected Contractor and Authority for pre-construction meeting.
- Meet on bi-monthly basis with Contractor and Authority for progress meetings.
- Observe construction progress bi-monthly, and conduct problem solving meetings as necessary.
- Review construction progress for compliance with construction documents and schedule on at least twice-monthly schedule.
- Review construction at substantial completion in order to create a punch list.
- Provide a final inspection to substantiate completion of all punch list items.

#### Constructability Review and Quality Control Plan

*Straub Pettitt Yaste Architects and all its consultant team members take pride in achieving a high quality of design, documentation, and construction administration.*

Constructability and quality require constant attention. Over the years procedures have been developed to maintain and improve quality and avoid liability exposure. They are as follows:

- All plans and specifications are checked by a principal.
- Principals, staff and clients meet for periodic reviews during projects.
- A clear set of office standards for plans, specifications and documentation guides the coordination work.
- A checklist or program of requirements, wants, need and goals are established at the beginning of the project.
- A list of potential problems is developed before starting a project and is revisited frequently. Anticipating problems improves the quality of design and construction documents.
- Strict hiring standards are used to get employees with the aptitude and the attitude that meet a high level of quality.
- Our whole systematic collaborative design process is thorough and comprehensive to insure end product quality and client satisfaction.



***Straub Pettitt Yaste Architects*** implements methods and processes to effectively and successfully follow through in the Construction Administration phase. The design architect and entire team are meticulous in all actions, decisions, and record keeping as follows:

***Communications:*** The Architect is responsible for two types of communications – reporting to the Owner and facilitating communications to the Design and Construction Teams. A preconstruction meeting starts the contract administration process. The project work plan and schedule are reviewed and relationships are clarified, including the processes for submittals, RFI's and change orders.

***Record Keeping:*** Record Keeping has an important role in communications and conflict avoidance. It is of value should the contractor make legal claims. An effective filing system will be established. Files will be organized by:

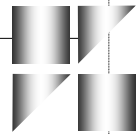
- Correspondence and meeting reports (including telephone)
- Schedules
- Field reports / observations
- Project photography
- Requests for information (RFIs)
- Requests for proposal (RFPs) / Contractor change requests
- Change Orders-Supplemental Instructions
- Quality control reports
- Submittals
- Agency inspections, permits and approvals
- Applications for payments / schedule of values
- Bonds and Insurance
- Project close-out / punch list

***Requests for Information:*** Responding to RFIs from the contractor is important and initial response will occur within 24 hours. Any additional response will occur promptly based on the question within the time frame indicated in the initial response. To avoid misunderstandings, the Architect will answer questions from the job site through proper communication channels, in writing, and within the specified time frame. As with telephone and correspondence records, the Architect will keep a log that summarizes the status of all the RFIs.

***Document Changes:*** The Architect will track all changes in the construction documents in the form of the Supplemental Instructions, which are written orders for a minor change in the work issued by the Architect or a Change Order. The sequence of steps toward implementing a change order includes a contractor's RFI, the architect's proposal request describing what is being changed or a contractor's change request, the contractor's cost proposal, and the change order.

***Contractor's Payments:*** As the Owner's representative, the Architectural Team will review the contractor's draft applications for payment. Upon receipt of the contractor's draft application for payment, the design team member will visit the job site, observe the quantity and quality of the work and materials installed or suitably stored on the site, and compare them, item by item, with the contractor's request. In signing the requisition form or application and certification for payment, the Architect certifies that the work at the site is found to be in compliance with the contract documents and approves the release of money for that work.





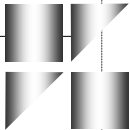
***Submittal Review:*** Submittals are prepared by the contractor and include shop drawings, product literature, or actual samples of the specific products to be installed; reports from independent testing agencies; operating instructions and maintenance manuals for installed equipment; and warranties from product suppliers and equipment manufacturers. The submittals are reviewed by the Architect including the appropriate consultant, and are part of the permanent record of the project.

***Field Reports and Records:*** The Architect conducts thorough field observations and properly reports relevant information to the Owner. When on site it is important to be accompanied by a contractor's representative to facilitate communication with the contractor and to avoid any appearance that the Architect is providing supervision or instruction to contractor personnel. The field report will include notation of the date, time, weather, and temperature; notes about conditions; potential problems; a plan of the site that is annotated and keyed to the written report as necessary; and photographs to document the condition of the work in progress.

***Completion and Close-out:*** The Architect's role is especially important during the construction close-out. The Architect maintains the focus on quality construction throughout the project, and even more so at the conclusion when anxiousness to complete can result in overlooking performance related details. As the project concludes the Architect will prepare a certificate of substantial completion and perform an inspection which results in a punch list with items that are yet to be completed to meet the construction document requirements. The punch list is sent to the contractor and owner along with the Certificate of Substantial Completion. This acknowledges the facility to be substantially complete and that the owner can occupy and use the facility.

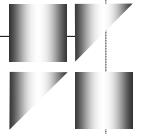
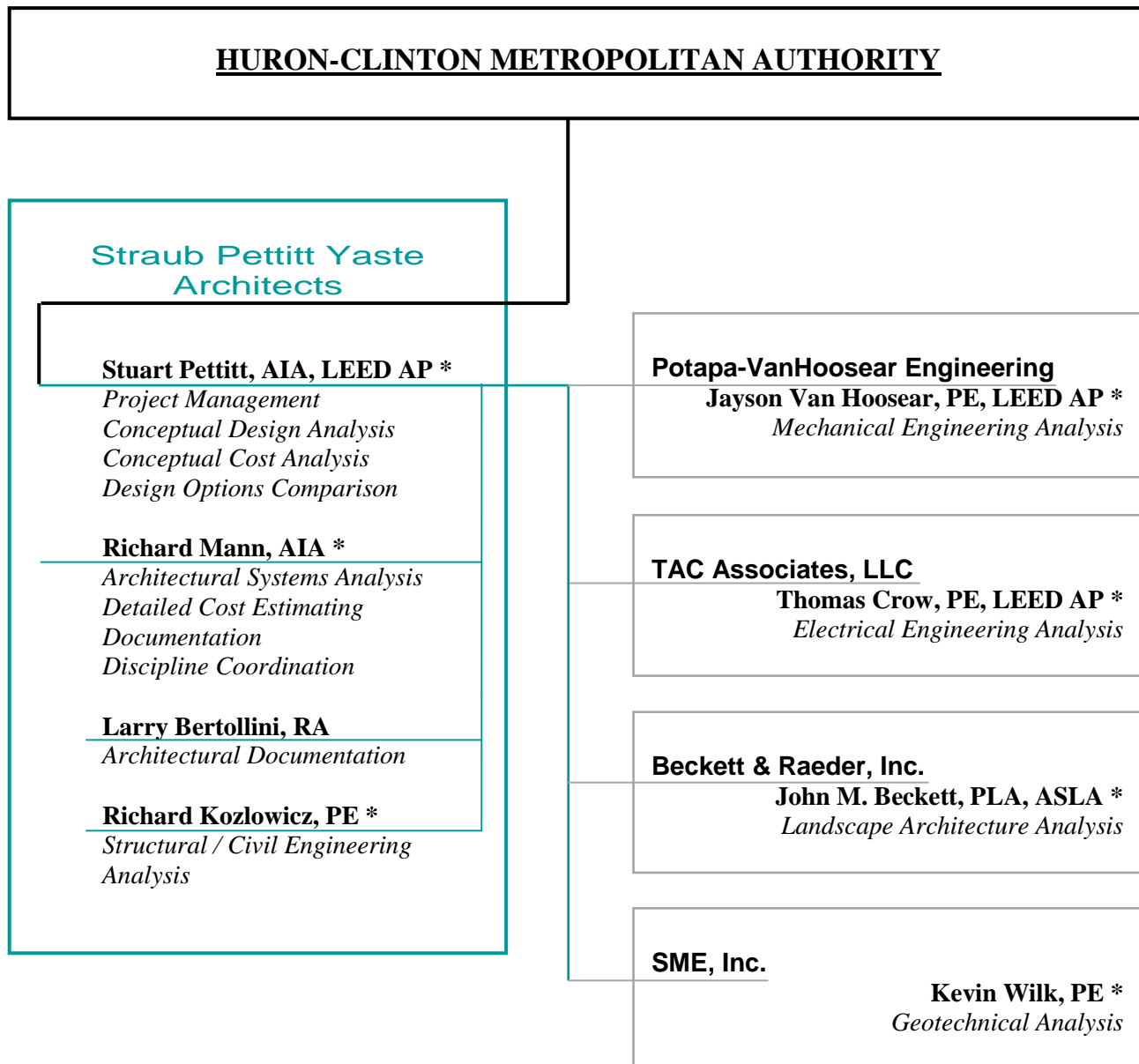
### Schedule

The following page illustrates the above tasks in a proposed schedule. This proposed schedule must be flexible since the timing of the trust fund grant application process is not certain.



**WILLOW METROPARK**  
**Park Office Building Replacement and Site Development**

Phase / Task	2018									
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct		
Gather Information	<div></div>	<div></div>								
Review Conceptual Design		<div></div>								
Schematic Design		<div></div>	<div></div>							
Owner Review			<div></div>							
Design Development			<div></div>	<div></div>						
Owner Review				<div></div>						
Final Design				<div></div>	<div></div>	<div></div>				
Owner Review					<div></div>	<div></div>				
Permits						<div></div>	<div></div>			
Bidding						<div></div>	<div></div>			
Award Construction Contract							<div></div>	<div></div>	<div></div>	
Construction								<div></div>	<div></div>	<div></div>

**WILLOW METROPARK****Park Office Building Replacement and Site Development**Organization Chart

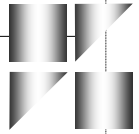
\* Denotes Key Personnel

**EDUCATION****University of Michigan***Bachelor of Architecture with High Distinction***Travel and Study** in Great Britain, France, Belgium, Holland, Germany, Czech Republic, Denmark, Sweden, Switzerland, Italy, Spain, Canada, and throughout the United States**Lawrence Technological University Design Juror****American School & University Design Juror - 2006****AIA ALA Library Building Awards Juror - 2013****AIA CAE Education Facility Design Awards Jury Chairman - 2015****REGISTRATION****Michigan****North Carolina****Tennessee****Ohio****National Council of Architectural Registration Board Certification****ORGANIZATIONS****American Institute of Architects***Committee on Architecture for Education (1998–Present)**Leadership Group (2014-2018)**Committee on Design (1982-Present)**Religious Art and Architecture Committee (1988-Present)**Credentials Committee Chairman (1998)***AIA Michigan***Board of Directors (1983 - 1988)**Beaubien House Planning Committee (1984 - 1987)**Government Affairs Committee (1996 - 2013)***AIA Detroit***Board of Directors (1983 - 1988)**Nominating Committee (1992)**Long Range Planning Committee (1983 - 1984)**By-Laws Committee (1978 - 1980)**High School Design Competition Committee (1979)**Membership Committee Chairman (1978 - 1979)***American Arbitration Association Panel of Arbitrators****Society for College and University Planning**

**Mr. Stuart Pettitt** will be responsible for the Project Management, Conceptual Design Analysis, Conceptual Cost Analysis, and Design Options Comparison for the **Willow Metropark - Park Office Building Replacement and Site Development** project.

**Stu Pettitt** joined **Straub Pettitt Yaste** in 1976 and has been responsible for management and design of numerous park and office projects. Some of them are:

**State of Michigan Department of Natural Resources****Grand Haven State Park****Channel Restroom Building Replacement****State of Michigan Department of Natural Resources****Straits State Park****Lower Campground Toilet / Shower Building Replacement****City of Petoskey Parks and Recreation Building Renovations****City of Petoskey Bear River Park Structures****Oakland County Parks and Recreation ADA Assessment and Master Plan**



*EDUCATION*

University of Cincinnati  
Bachelor of Architecture  
University of Cincinnati / Universität Hamburg  
German Work / Study Exchange Program

*REGISTRATION*

Michigan  
Indiana  
National Council of Architectural Registration Board Certification

*ORGANIZATIONS*

American Institute of Architects  
AIA Michigan  
AIA Detroit  
American Woodworking Institute

*Richard Mann's* responsibilities for the *Willow Metropark - Park Office Building Replacement and Site Development* project will include architectural systems analysis, detailed cost estimating, and discipline coordination. He oversees the technical and detail aspects of all Straub Pettitt Yaste projects.

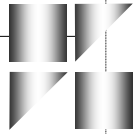
*Rick* has participated on several successful park and office projects. Some of his recent experiences:

**State of Michigan Department of Natural Resources  
Grand Haven State Park Channel Restroom Building Replacement**

**State of Michigan Department of Natural Resources  
Straits State Park Shower & Toilet Building Replacements**

**City of Petoskey Bear River Park – Park Structures**

**City of Petoskey Parks and Recreation Building Renovations**



**EDUCATION**

**Wayne State University**  
*Master of Science in Civil Engineering*  
**Lawrence Technological University**  
*Bachelor of Science in Civil Engineering*

**REGISTRATION**

**Commonwealth of Pennsylvania**  
**Florida**  
**Michigan**



7162 Glenburnie Lane  
Clarkston, Michigan  
48016

**ORGANIZATIONS**

**American Society of Civil Engineers**

*Richard Kozlowicz* will analyze the structural systems and site utility systems as needed for the *Willow Metropark - Park Office Building Replacement and Site Development* project. Some of *Richard's* varied experience includes the following projects:

**State of Michigan Department of Natural Resources**  
**Grand Haven State Park**  
**Channel Restroom Building Replacement**

**State of Michigan Department of Natural Resources**  
**Straits State Park**  
**Lower Campground Toilet / Shower Building Replacement**

**Petoskey Bear River Park - Park Structures**

**JAYSON J. VAN HOOSEAR, PE**  
PRINCIPAL



*EDUCATION*  
Western Michigan University  
*Bachelor of Science in  
Mechanical Engineering*  
Walsh College  
*Master of Business Administration*

*REGISTRATION*  
Michigan  
Indiana  
Virginia

*ORGANIZATIONS*  
American Society of Heating, Refrigeration, and  
Air Conditioning Engineers  
American Society of Plumbing Engineers  
National Fire Protection Association



Potapa - Van Hoosear Engineering, Inc.  
45624 Van Dyke  
Utica, Michigan 478317

*Mr. Jayson Van Hoosear* will be responsible for the management, and mechanical engineering system analysis for the *Willow Metropark - Park Office Building Replacement and Site Development* project. Jayson's expertise includes the design of heating, ventilating and air conditioning systems, site and building plumbing systems, temperature control systems, fire protection systems, specifications, feasibility studies, energy audits, cost estimating and coordination of construction follow-up. Past projects consist of park, educational, municipal, institutional, commercial, religious, historical restoration and retrofit, and industrial facilities.

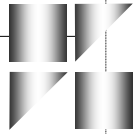
**State of Michigan Department of Natural Resources  
Grand Haven State Park  
Channel Restroom Building Replacement**

**State of Michigan Department of Natural Resources  
Straits State Park  
Lower Campground  
Toilet / Shower Building Replacement**

**Petoskey Bear River Park - Park Structures**

**Huron-Clinton Metropolitan Authority  
Kensington Metropark – Martindale Beach House**

**Macomb Corners Park – Restroom and Concessions Building**



**EDUCATION**  
**Oakland University**  
*Bachelor of Science in  
Electrical Engineering*

**REGISTRATION**  
**Michigan**  
**Indiana**  
**Ohio**

**ORGANIZATIONS**  
**National Fire Protection Association**  
**Illuminating Engineering Society**  
**U.S. Green Building Council**  
**National Society of Professional Engineers**  
**Michigan Society of Professional Engineers**



TAC Associates, Inc.  
4321 East Camden Road  
Osseo, Michigan 49266

*Mr. Thomas Crow* of TAC-Associates, Inc. will be responsible for the electrical engineering systems analysis for the *Willow Metropark - Park Office Building Replacement and Site Development* project. Tom's expertise consists of lighting design, low voltage systems, alarm systems, and stand-by power systems. Past projects consist of educational, municipal, institutional, commercial, religious, historical restoration and medical facilities.

**State of Michigan Department of Natural Resources  
Grand Haven State Park Channel Restroom Building Replacement**

**State of Michigan Department of Natural Resources  
Straits State Park Lower Campground Toilet / Shower Building Replacement**

**Eaton County Parks & Recreation - New Comfort Station**

**Belle Isle, Detroit - Flynn Pavilion Restoration**

**Michigan State Police Gaming Commission**

**Michigan State Fairgrounds - Equestrian Barn & Arena**

**Ingham County Fairgrounds - Equestrian Arena**

**FSP Architects - New Office Building**

**Michigan Schools & Government Credit Union  
Multiple New Branch Office Buildings  
Madison Heights, Warren & Chesterfield Township**

**Secretary of State Office - Tenant Build-Out - Detroit**

**Care House of Oakland County - New Office Building- Pontiac**





**KEVIN L. WILK, PE**  
**SENIOR PROJECT ENGINEER**

☎ (734) 637-0087    ✉ wilk@sme-usa.com

- Geotechnical Engineering Services
- Shallow and Deep Foundations
- Geotechnical Instrumentation
- Project Manager

## BACKGROUND

Kevin is a geotechnical engineer with 21 years of experience at SME. He assists owners, architects, engineers and developers who are concerned about the soil and groundwater conditions at their site, who want to save money in earthwork and foundation costs, and who are frustrated by not getting cost-effective and time saving solutions to the unknowns that occur during construction. Kevin is responsible for developing scope and budget for geotechnical evaluations. He also manages and conducts geotechnical evaluations to address design and construction of shallow and deep foundations and other geotechnical concerns.

## RELATED PROJECT EXPERIENCE

Conducted geotechnical field exploration and laboratory testing for a confidential wind generation project in Michigan. Project included coordination with the developer, property owners and subcontract excavator. Performed drilling and sampling of over 600 linear feet of soil and coring of about 120 lineal feet of rock. Field resistivity testing using the Wenner array was also performed. Laboratory testing consisted of Atterberg limits, consolidation tests, grain size analyses, standard Proctor tests, moisture contents, percent finer than #200 sieve, unconfined compression tests on soil and rock, and unconsolidated-undrained triaxial tests.

Project Engineer/Manager for numerous high tension electrical line and electrical substation projects in Michigan for a confidential client. Projects typically include site visits for accessibility and boring layout, obtaining permits from governing agencies, drilling, sampling, and laboratory analysis for new lattice tower and pole structures, and electrical resistivity testing.

Performed in-situ pressuremeter testing, data reduction and engineering analysis for various projects including: University of Michigan (U-M) Stadium, Law Library expansion, and Ross School of Business; Blue Cross Blue Shield of Michigan; Motor City Casino; General Motors Powertrain; Western Michigan University Chemistry Building; Detroit Financial Center; Skylofts at Royal Oak. Other Michigan projects include: Royal Oak Center, 601 Forest Mixed Use, Pizza House Mixed Use, The Varsity Mixed Use, St. Joseph Hospital, Weill Hall, Detroit Arsenal, 413 East Huron Mixed Use, U-M North Quad, and U-M Computer Science of Engineering Building. Also Green County Courthouse in Bloomfield, Indiana.

Project Manager for United States Department of Veterans Affairs Health Campus project in Ann Arbor, Michigan. Projects included the design of two-story and nine-story tower additions to the hospital, two parking structure expansions, and entrance addition. Services included geotechnical engineering related to shallow and deep foundation design including shallow spread-type foundations, mat foundations, and augered cast-in-place piles.



## RELATED PROJECT EXPERIENCE CONT.

Project Engineer/Manager for geotechnical evaluations for numerous sewer and water main improvement projects including: Pontiac Trail and West Pontiac Trail Sanitary Sewers in Lyon Township; GM Willow Run Storm Sewer in Ypsilanti; Southwest Sanitary Sewer in Lyon Township; Water Main in Chelsea; Sanitary Sewer and Water Main in Sumpter Township; Parker High School Sewer and Water Main in Howell; Sierra Drive Sanitary Sewer in Novi; Pilgrim Hills Subdivision Sanitary Sewer and Water Main in Plymouth; and YCUA Water Main Improvements in Ypsilanti, Michigan.

Project Engineer for geotechnical evaluations for medical facilities including Ingham Regional Medical Center in Lansing; Providence Hospital in Novi; Southfield Regional Hospital in Southfield; DMC Hutzel Women's Hospital in Detroit; St. Mary's Hospital in Livonia; Oakwood Hospital in Dearborn; and St. Joseph Hospital in Ypsilanti, Michigan.

Project Engineer for geotechnical evaluations for new schools and school additions for the following Michigan districts: Howell, Lake Fenton, Linden, Milan, Mt. Clemens, Novi, Plymouth-Canton, Rochester Hills, Warren Consolidated, Redford, Royal Oak, Troy, Cranbrook Education Community, St. Mary's Preparatory School, Chelsea, Belleville, Bloomfield, Brownstown, Van Buren, Temperance, Brighton, White Lake, Milford, Walled Lake, Birmingham, Oak Park, Avondale, Livonia, Port Huron and Richmond.

Performed geotechnical evaluations for numerous bank facilities including: Comerica Bank, Fifth Third Bank, and TCF Bank.

Provided geotechnical engineering recommendations for deep foundations for the following projects: Broadway Village at Lowertown, Rochester Hotel, Detroit Opera House, Maple Corporate Office Center, Arnold Transit Company, General Motors Powertrain, General Motors Paint Shop, Steelcase, Du Charne Place, numerous telecommunications towers, and numerous residential structures.

Familiar with geotechnical instrumentation, including monitoring and data reduction for slope stability analysis using inclinometers. Representative projects include: Great Lakes Crossing in Auburn Hills, Blue Cross Blue Shield of Michigan Parking Structure; The Premier Garage, and Koenig Concrete Dock in Detroit.

## EDUCATION

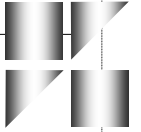
B.S., Geological Engineering, Michigan Technological University  
M.S., Civil Engineering, Wayne State University

## REGISTRATIONS AND CERTIFICATIONS

Professional Engineer – Michigan, Indiana and Ohio

## AFFILIATIONS

American Society of Civil Engineers (ASCE)

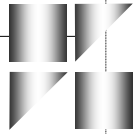


## **WILLOW METROPARK**

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### **Park Office Building Replacement and Site Development**

The proposed project budget has not been provided and therefore has not been reviewed or analyzed at this time.



## WILLOW METROPARK

### Park Office Building Replacement and Site Development

**State of Michigan Department of Natural Resources**

**Grand Haven State Park Channel Restroom Building Replacement**

**Jan Miller, RA**, *Project Director*, 517-284-7969

**Joe Strach**, *DNR Southwest Regional Planner*, 517-284-4746

**State of Michigan Department of Natural Resources**

**Straits State Park Lower Campground Toilet / Shower Building Replacement**

**Robert Adams**, *Project Director*, 517-242-1088

**Keith Cheli**, *DNR Regional Planner*, 231-627-4632

**City of Petoskey – Parks and Recreation – Stair Tower and Park Structures**

New park structures – picnic shelters, 2 toilet/restroom buildings, and stair tower for the new Bear River Valley Park.

**John Beckett**, *Principal of Beckett & Raeder*, 734-663-2622

**Petoskey Parks and Recreation - Curtis Avenue Garage Renovation and Master Plan**

Renovation and upgrade of office building - converted garage/storage area to vehicle wash bay - replacement of the existing restroom facilities - removal of existing mansard roof - rehabilitation of exterior finishes and restoration of the loft storage areas of the garage. The 2009 Study called for a conversion of northwest portion of building to house two ambulances and convert second floor space to house emergency crews with shower and restroom facilities.

**Mr. Mike Robbins**, *Director, Department of Public Works*, 231-347-2500

**Oakland County Parks and Recreation ADA Assessment and Master Plan**

A master plan study which evaluated structures and sites over 11 parks for accessibility and recommended upgrades and solutions to meet accessibility requirements.

**Sandy Dorey, C.T.R.S.**, *Recreation Supervisor*, 248-858-7596

**Mike Donnellon**, *Chief of Park Facilities*, 248-858-4623

### Other Relevant Projects

- Dearborn Ford Woods Pool Conceptual Design
- Wayne County Community College District Security Center
- Otsego County Emergency Operation Center
- Wayne County Community College District Business Center
- Orion Township Offices Lower Level Remodeling
- Orion Township Parks & Recreation Office Study
- Phipps-Emmett Office Building
- Wayne County Community College District Board Office Remodeling
- Oakland County Sheriff, Highland Township Police Substation
- TRW VSSI Inflatable Restraints Administrative Offices
- White Lake Township Police Station Addition
- Takata Automotive Systems Laboratory Corporate Offices
- Oakland County Sheriff Substation, Orion Township Hall Addition
- TRW VSSI Seat Belt Technology and Development Center Headquarters
- Luzod Office Building
- Maple Development Association Office Building
- Washtenaw County Sheriff Office, Scio Township
- Brighton Police / Court Facility
- Brighton City Offices



# HURON-CLINTON metroparks

Administrative Office | 13000 High Ridge Drive | Brighton, MI 48114-9058  
1-800-477-2757 • www.metroparks.com

## HURON CLINTON METROPOLITAN AUTHORITY REQUEST FOR PROPOSAL STANDARD COST FORM

(TO BE SUBMITTED WITH PROPOSAL PART II)

PROJECT TITLE: Park Office Building Replacement and Site Development

PARK NAME: Willow Metropark

RFP No.: P-506-17-486

DUE DATE: February 13, 2018

PROJECT PHASE	ESTIMATED HOURS	ESTIMATED COST
Site Investigation, Data Collection, Records Research	70	\$ 5,800
- Geotechnical Investigation	--	\$ 6,500
- Hazardous Material Survey	--	Not Applicable
Project Development	190	\$ 14,500
50% Design	220	\$ 18,000
90% Design	530	\$ 42,700
100% Design	80	\$ 6,000
Miscellaneous	--	--
- Meetings	4 Meetings	No Charge - Unlimited Meetings
- Permit Preparation and Applications	40	\$ 4,000
Bidding Assistance/Construction Administration (Allowance)	250 Hrs	\$ 23,800
Additional Phases/Task As Proposed		
-		
-		
-		
-		
-		
Estimated Hours / Estimated Cost includes sub consultants		

Include estimated hours for all work performed  
except provided by subconsultant as lump sum.

Proposal Cost (Not to Exceed)

\$ 121,300



## HURON CLINTON METROPOLITAN AUTHORITY

### REQUEST FOR PROPOSAL STANDARD COST FORM (SUBCONSULTANT INFORMATION)

Subconsultant:	<b>Potapa - VanHoosear Engineering</b>
Discipline:	<b>Mechanical Engineering</b>
Contact Information:	<b>47810 Van Dyke Avenue, Shelby Township, Michigan 48317</b>
	<b>586-997-0922 / 586-997-0912 fax</b>
Subconsultant:	<b>TAC Associates, LLC</b>
Discipline:	<b>Electrical Engineering</b>
Contact Information:	<b>4321 East Camden Road, Osseo, Michigan 49266</b>
	<b>517-254-4789 / 517-254-4886 fax</b>
Subconsultant:	<b>Beckett &amp; Raeder</b>
Discipline:	<b>Civil Engineering / Landscape Architecture</b>
Contact Information:	<b>535 W. Williams, Suite 100, Ann Arbor, Michigan 48103</b>
	<b>734-663-2622 / 734-663-6759 fax</b>
Subconsultant:	<b>Soil and Materials Engineers, Inc.</b>
Discipline:	<b>Geotechnical Investigation Consultant</b>
Contact Information:	<b>43980 Plymouth Oaks Blvd., Plymouth, Michigan 48170</b>
	<b>734-454-9900 / 734-454-0629 fax</b>

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Mike Brahm-Henkel, Manager of Engineering  
Subject: Approval – Reservation of Rights Agreement  
Date: March 1, 2018

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve legal counsel, Miller Canfield's recommendation for a Reservation of Rights Agreement to formalize payments for the Stony Creek Landing Project to the Surety Company, Cincinnati Insurance company in lieu of the contractor, Cedroni and Associates, Inc. as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Attachment: Reservation of Rights Agreement, Stony Creek Landing**





## **AGREEMENT**

This Agreement, entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 and effective as of \_\_\_\_\_, 2018, (the “Effective Date”) between Huron-Clinton Metropolitan Authority, a body corporate of the State of Michigan, 1300 High Ridge Drive, Brighton, Michigan 48114 (the “Owner”); Cedroni Associates, Inc., a Michigan corporation, 5639 Auburn Road, Utica, Michigan 48317 (the “Contractor”); and The Cincinnati Insurance Company, an Ohio corporation, 6200 S. Gilmore Road, Fairfield, Ohio 45014 (the “Surety”)( collectively, the “Parties” and individually a “Party”);

### **RECITALS:**

The following is a recital of facts underlying this Agreement which the Parties hereto acknowledge to be true and correct:

A. Owner and Contractor entered into Contract NO 509-16-532 dated as of April 10, 2017 (the “Contract”). (Capitalized terms not otherwise defined in this Agreement shall have the same meaning as that set forth in the Contract.)

B. Pursuant to the Contract, Contractor agreed to execute the Work described in the Contract Documents. Generally, the Work consists of construction of Stony Creek Landing (the “Project”), including demolition of bituminous parking lot and bike path, construction of concrete walks and footing, bituminous paving of parking area and relocated bike path, construction of Stony Landing Building, Open-Canopy Shelter and Viewing Platform, landscaping and related work and to provide all plan, labor, supplies, new and current materials, transportation, equipment and incidental and related items necessary to complete the Work.

C. Surety, as surety, and Contractor, as principal, issued a Performance Bond, Labor and Material Bond, and Maintenance Bond, each described as Bond No. B1215733 (collectively, the “Bonds”) and in the penal amount of Four Million Six Hundred Eighty Eight Thousand Nine Hundred Forty Eight and 00/100 (\$4,688,948.00) Dollars.

D. As partial consideration for the Bonds issued by Surety to Contractor, an Agreement of Indemnity (the “Indemnity”) dated February 29, 2012 was executed by Contractor and others in favor of Surety, pursuant to which Contractor assigned to Surety all monies due or to become due for the performance of the Work.

E. By notices dated January 8, 2018 and January 23, 2018 Owner gave notice to Contractor and Surety of notice of default by the Contractor under the Contract Documents and that Owner’s right to exercise remedies under the Contract, including termination for cause.

F. By letter dated February 15, 2018, Surety directed Owner, until further notice to the contrary, to make all future payments due Contractor for the Work payable to the Alber Frank PC IOLTA Trust Account (the “Trust Account”) and Contractor, without waiver of any other rights, acknowledged and concurred with the payment direction given in the letter.

G. Surety has further requested Owner to supply certain documentation (the "Requested Documentation" relating to the performance of the Work and otherwise relating to the Project, including plans, specifications, other contract documents, shop drawing log, bid tabulation from original bids, meeting minutes, requests for information and responses, notices of defective/rejected work, written communications between the Owner and Contractor, bulletins, work directives, requests for approval and change orders.

H. Contractor, Owner and Surety each desire an opportunity to discuss a possible settlement of their respective claims against each another, without prejudice to their respective rights under the Project Documents.

NOW THEREFORE, it is agreed by and among the Parties hereto as follows:

1. All funds which are now or hereafter payable under the Contract shall be payable to the Trust Account and mailed to Phillip G. Alber, Alber Frank PC, 2301 W. Big Beaver, Suite 300, Troy, Michigan 48084. Contractor hereby authorizes and directs Owner to make payment as provided herein.

2. Contractor consents to Owner's provision of the Requested Documentation to Surety. Accountant will use the Confidential Information solely in connection with the Purpose, and will not disclose the Confidential Information, or that Accountant has been asked to review the Confidential Information, to any person or entity without Bank's prior written consent.

3. The Parties may, but are not required to, enter into discussions ("Discussions") concerning the Project Documents, the Bonds and the Indemnity (collectively, the "Project Documents") and their respective claims and defenses with respect thereto. Statements and communications among the Parties during the Discussions shall remain confidential and shall not be admissible into evidence in any proceeding for any purpose whatsoever (though this Agreement shall itself be admissible). These restrictions are intended to be broader than those contained in Michigan Rule of Evidence 408.

4. Each of the Parties preserve and retain all of their respective rights and obligations as may exist under the Project Documents. Nothing contained in this Agreement shall constitute an admission of liability on the part of Owner or Contractor with respect to any matters associated with the Project. The occurrence of Discussions shall not constitute a waiver of the respective rights and obligations of each of the Parties under the Contract Documents, the Bonds or the Indemnity.

5. None of the Parties will be bound by any oral or written agreement or understanding on any issue (such as any agreements or understandings which may be arrived at or exchanged during the course of any Discussions), and such preliminary agreements and understandings shall have no effect whatsoever, unless it is a Definitive Agreement. A "Definitive Agreement" shall mean a final agreement on all issues that is reduced to writing and signed and delivered by an authorized representative of each of the Parties.

6. Each Party shall have the right to terminate the Discussions at any time upon written notice to the other Parties, without obligation or liability by virtue of the commencement or termination of Discussions hereunder or the passage of time associated therewith and upon such termination, the Parties' respective obligations to one another shall be only as set forth in the Project Documents, except that the provisions of this Agreement shall survive.

7. Notwithstanding the commencement or continuation of the Discussions, Owner has not and does not waive the existence of any events of default under the Contract Documents or any rights and remedies that Owner may have and Contractor does not waive any rights or remedies that Contractor may have. Neither Owner nor Contractor shall not be limited or restricted from enforcing any rights or remedies available to either party under the Project Documents.

8. Contractor specifically acknowledges and agrees that Owner has made no promise, commitment, or representation whatsoever, nor has Owner any obligation to Contractor to modify the terms of the Contract Documents or to extend any accommodation to Contractor.

9. Entry into this agreement is without prejudice to Owner's remedies and shall not be deemed to constitute a waiver of Owner's right to insist on strict performance at all times in the future of all of the terms, conditions, covenants and provisions of the Contract Documents and shall not constitute a waiver of the Contractor's rights and remedies thereunder. Entry into this Agreement shall under no circumstances be deemed to be a waiver of any existing Contractor defaults or any future event of default, nor shall such acceptance be deemed to have extended, amended or otherwise modified the Contract Documents or the obligations under them. All provisions contained in the Contract Documents remain in full force and effect and shall not be deemed to have been waived by Owner as a result of the entering into of this Agreement.

10. To be effective, any waiver of the requirements of the Contract Documents must be set forth in writing duly executed by an authorized representative of Owner. Neither Contractor, nor any representative of Contractor, shall be entitled to rely upon any verbal statements made or purported to be made by or on behalf of Owner in connection with any alleged agreement by Owner to refrain from exercising any of Owner's remedies under the Contract Documents. Owner has no obligation to enter into any additional or further agreements with Contractor of any kind, including, without limitation, any amendment or modification of the Contract Documents.

11. This Agreement shall be governed and controlled in all respects by the laws of the State of Michigan, without reference to its conflict of law provisions, including interpretation, enforceability, validity and construction.

12. This Agreement will inure to the benefit of Owner and Contractor, and all its or their past, present and future assigns, parents, subsidiaries, affiliates, predecessors, and successors.

13. This Agreement shall not be binding until fully signed by the Parties, or its or their authorized representative, and upon becoming binding, this Agreement shall constitute the full and final agreement among Owner and Contractor regarding the subject matter hereof. The terms of this Agreement may be modified, amended or waived only in a writing that is signed by all the

Parties, or its or their authorized representative. Owner and Contractor acknowledge and agree that they, or any one of them, will not rely on any modification, amendment or waiver of this Agreement unless it is in writing and signed by all Parties, or its or their authorized representative.

14. All notices, requests, and communications required or which the Parties desire to provide hereunder shall be in writing, and may be sent by any one of the following methods (i) overnight delivery through the United States Postal Service or recognized national courier service, fully prepaid, (iii) facsimile, (iii) e-mail or (iv) personally delivered to the other party at the following address or to such other address as a Party shall designate hereunder and such notice shall be deemed effective upon sending as provided herein:

To Owner: Huron-Clinton Metropolitan Authority  
13000 High Ridge Drive  
Brighton, MI 48114-9058  
Attn: Mike Brahm-Henkel

With a Copy to: Lawrence M. Dudek, Esq.  
Miller, Canfield, Paddock and Stone, P.L.C.  
150 W. Jefferson, Suite 2500  
Detroit, MI 48226  
Fax: (313) 496-7500  
Email: [dudek@millercanfield.com](mailto:dudek@millercanfield.com)

To Contractor: Cedroni & Associates, Inc.  
5639 Auburn Road  
Utica, MI 48317  
Attn: Richard Cedroni

With a Copy to: Douglas W. Eyre, Esq.  
McAlpine PC  
3201 University Drive  
Suite 100  
Auburn Hills, MI 48326

To Surety: The Cincinnati Insurance Companies  
P.O. Box 145496  
Cincinnati, OH 45250-5496  
Attn: Michael J. Sams, CPCU, AIC

With a Copy to: Phillip G. Alber, Esq.  
Alber Crafton, PLLC  
2301 West Big Beaver Road  
Suite 300  
Troy, MI 48084

15. This Agreement may be executed in counterparts and delivered by facsimile or electronic PDF transmission, and the counterparts, when properly executed and delivered, will constitute a fully executed complete Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement, on the Effective Date first written above.

**[SIGNATURE PAGE FOLLOWS]**

**OWNER**

HURON-CLINTON METROPOLITAN AUTHORITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CONTRACTOR**

CEDRONI & ASSOCIATES, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SURETY**

THE CINCINNATI INSURANCE COMPANIES

By: \_\_\_\_\_

Its: \_\_\_\_\_

PARK	MONTHLY VEHICLE ENTRIES				MONTHLY TOLL REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	15,624	15,941	14,021	11%	\$ 43,833	\$ 68,763	\$ 43,464	1%
Wolcott Mill	2,769	3,114	2,106	31%	\$ 814	\$ 1,466	\$ 573	42%
Stony Creek	23,659	24,308	18,897	25%	\$ 75,183	\$ 161,850	\$ 101,217	-26%
Indian Springs	2,483	3,341	2,761	-10%	\$ 11,582	\$ 22,897	\$ 15,285	-24%
Kensington	33,215	37,756	33,303	0%	\$ 103,922	\$ 203,758	\$ 123,720	-16%
Huron Meadows	4,678	3,893	4,505	4%	\$ 8,326	\$ 4,923	\$ 8,210	1%
Hudson Mills	8,554	9,438	7,214	19%	\$ 20,810	\$ 39,546	\$ 25,772	-19%
Lower Huron/Willow/Oakwoods	26,843	31,105	25,795	4%	\$ 32,103	\$ 56,421	\$ 39,457	-19%
Lake Erie	5,550	8,401	6,528	-15%	\$ 17,995	\$ 39,394	\$ 24,805	-27%
Monthly TOTALS	123,375	137,297	115,128	7%	\$ 314,568	\$ 599,018	\$ 382,502	-18%

PARK	Y-T-D VEHICLE ENTRIES				Y-T-D TOLL REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	36,557	30,534	29,551	24%	\$ 144,993	\$ 129,010	\$ 105,874	37%
Wolcott Mill	3,804	5,098	4,979	-24%	\$ 2,710	\$ 1,837	\$ 752	260%
Stony Creek	45,359	41,406	34,775	30%	\$ 175,861	\$ 262,361	\$ 192,360	-9%
Indian Springs	4,924	5,474	4,942	0%	\$ 25,726	\$ 36,141	\$ 29,197	-12%
Kensington	65,519	67,631	64,046	2%	\$ 241,157	\$ 333,417	\$ 233,440	3%
Huron Meadows	9,237	7,291	8,588	8%	\$ 21,389	\$ 10,007	\$ 17,395	23%
Hudson Mills	15,870	16,248	13,497	18%	\$ 47,948	\$ 68,660	\$ 51,653	-7%
Lower Huron/Willow/Oakwoods	52,105	58,245	50,602	3%	\$ 70,593	\$ 94,013	\$ 71,552	-1%
Lake Erie	11,852	14,664	12,691	-7%	\$ 58,782	\$ 77,450	\$ 60,268	-2%
Monthly TOTALS	245,227	246,591	223,671	10%	\$ 789,159	\$ 1,012,896	\$ 762,493	3%

PARK	MONTHLY PARK REVENUE				Y-T-D PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 171,869	\$ 200,795	\$ 104,639	64%	\$ 289,080	\$ 270,835	\$ 167,011	73%
Wolcott Mill	\$ 10,503	\$ 9,958	\$ 7,282	44%	\$ 16,761	\$ 18,577	\$ 15,470	8%
Stony Creek	\$ 114,662	\$ 196,411	\$ 125,689	-9%	\$ 237,053	\$ 308,312	\$ 227,814	4%
Indian Springs	\$ 22,374	\$ 34,387	\$ 24,031	-7%	\$ 41,521	\$ 53,998	\$ 45,761	-9%
Kensington	\$ 134,853	\$ 223,146	\$ 151,733	-11%	\$ 301,361	\$ 373,263	\$ 286,393	5%
Huron Meadows	\$ 22,282	\$ 9,542	\$ 15,968	40%	\$ 45,544	\$ 20,147	\$ 33,856	35%
Hudson Mills	\$ 29,152	\$ 45,076	\$ 32,306	-10%	\$ 61,637	\$ 82,030	\$ 64,011	-4%
Lower Huron/Willow/Oakwoods	\$ 39,045	\$ 63,881	\$ 45,486	-14%	\$ 84,056	\$ 105,162	\$ 82,051	2%
Lake Erie	\$ 21,146	\$ 41,387	\$ 26,661	-21%	\$ 63,989	\$ 84,782	\$ 67,186	-5%
Y-T-D TOTALS	\$ 565,886	\$ 824,582	\$ 533,795	6%	\$ 1,141,002	\$ 1,317,105	\$ 989,552	15%

District	Y-T-D Vehicle Entries by Management Unit				Y-T-D Total Revenue by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Eastern	85,720	77,038	69,305	24%	542,894	597,724	410,295	32%
Western	95,550	96,644	91,073	5%	450,063	529,438	430,021	5%
Southern	63,957	72,909	63,292	1%	148,045	189,944	149,237	-1%

GOLF THIS MONTH	MONTHLY ROUNDS				MONTHLY REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Stony Creek	0	0	0	-	\$ -	\$ -	\$ 1,419	-
Indian Springs	0	0	0	-	\$ -	\$ -	\$ -	-
Kensington	0	0	0	-	\$ -	\$ -	\$ -	-
Huron Meadows	0	0	0	-	\$ -	\$ -	\$ -	-
Hudson Mills	0	0	0	-	\$ -	\$ -	\$ -	-
Willow	0	0	0	-	\$ -	\$ -	\$ -	-
Lake Erie	0	0	0	-	\$ -	\$ -	\$ -	-
Total Regulation	0	0	0	-	\$ -	\$ -	\$ 1,419	-
LSC Par 3	0	0	0	-	\$ -	\$ -	\$ -	-
LSC Foot Golf	0	0	0	-	\$ -	\$ -	\$ -	-
Total Golf	0	0	0	-	\$ -	\$ -	\$ 1,419	-

GOLF Y-T-D	GOLF ROUNDS Y-T-D				GOLF REVENUE Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Stony Creek	0	0	0	-	\$ -	\$ -	\$ 1,568	-
Indian Springs	0	0	0	-	\$ -	\$ -	\$ -	-
Kensington	0	0	0	-	\$ -	\$ -	\$ -	-
Huron Meadows	0	0	0	-	\$ -	\$ -	\$ -	-
Hudson Mills	0	0	0	-	\$ -	\$ -	\$ -	-
Willow	0	0	0	-	\$ -	\$ -	\$ -	-
Lake Erie	0	0	0	-	\$ -	\$ -	\$ -	-
Total Regulation	0	0	0	-	\$ -	\$ -	\$ 1,568	-
LSC Par 3	0	0	0	-	\$ -	\$ -	\$ -	-
LSC Foot Golf	0	0	0	-	\$ -	\$ -	\$ -	-
Total Golf	0	0	0	-	\$ -	\$ -	\$ 1,568	-

AQUATICS THIS MONTH	PATRONS THIS MONTH				MONTHLY REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	0	0	0	-	\$ -	\$ -	\$ -	-
Stony Creek Rip Slide	0	0	0	-	\$ -	\$ -	\$ -	-
KMP Splash	0	0	0	-	\$ 200	\$ 200	\$ 370	-46%
Lower Huron	0	0	0	-	\$ -	\$ -	\$ -	-
Willow	0	0	0	-	\$ -	\$ -	\$ -	-
Lake Erie	0	0	0	-	\$ -	\$ -	\$ -	-
TOTALS	0	0	0	-	\$ 200	\$ 200	\$ 370	-46%

AQUATICS Y-T-D	PATRONS Y-T-D				REVENUE Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	0	0	0	-	\$ -	\$ -	\$ -	-
Stony Creek Rip Slide	0	0	0	-	\$ -	\$ -	\$ -	-
KMP Splash	0	0	0	-	\$ 400	\$ 400	\$ 653	-39%
Lower Huron	0	0	0	-	\$ -	\$ -	\$ -	-
Willow	0	0	0	-	\$ -	\$ -	\$ -	-
Lake Erie	0	0	0	-	\$ -	\$ -	\$ -	-
TOTALS	0	0	0	-	\$ 400	\$ 400	\$ 653	-39%



PARK	Seasonal Activities this Month				Monthly Revenue			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
<b>Lake St. Clair</b>								
Welsh Center	4	4	4	-8%	\$ 3,200	\$ 3,200	\$ 3,367	-5%
Shelters	26	22	17	53%	\$ 5,950	\$ 6,125	\$ 4,208	41%
Boat Launches	0	3	1	-	\$ -	\$ -	\$ -	-
Marina	0	0	0	-	\$ -	\$ -	\$ 11	-
Mini-Golf	0	0	0	-	\$ -	\$ -	\$ -	-
<b>Wolcott</b>								
Activity Center	5	7	8	-38%	\$ 3,050	\$ 1,000	\$ 1,367	123%
<b>Stony Creek</b>								
Disc Golf Daily	12	715	240	-95%	\$ 36	\$ 2,223	\$ 746	-95%
Disc Golf Annual	5	36	16	-69%	\$ 275	\$ 1,960	\$ 908	-70%
Total Disc Golf	17	751	256	-93%	\$ 311	\$ 4,183	\$ 1,654	-81%
Shelters	20	23	30	-33%	\$ 4,500	\$ 5,175	\$ 5,258	-14%
Boat Rental	0	0	0	-	\$ -	\$ -	\$ -	-
Boat Launches	0	0	0	-	\$ -	\$ -	\$ -	-
<b>Indian Springs</b>								
Shelters	1	2	3	-67%	\$ 200	\$ 400	\$ 600	-67%
Event Room	7	7	5	31%	\$ 10,000	\$ 10,700	\$ 7,433	35%
<b>Kensington</b>								
Disc Golf Daily	69	706	323	-79%	\$ 207	\$ 2,118	\$ 970	-79%
Disc Golf Annual	8	9	9	-14%	\$ 440	\$ 475	\$ 495	-11%
Total Disc Golf	77	715	333	-77%	\$ 647	\$ 2,593	\$ 1,465	-56%
Shelters	34	30	39	-13%	\$ 7,650	\$ 7,400	\$ 9,787	-22%
Boat Rental	0	0	0	-	\$ -	\$ -	\$ -	-
<b>Huron Meadows</b>								
Shelters	4	0	1	300%	\$ 800	\$ -	\$ -	-
<b>Hudson Mills</b>								
Disc Golf Daily	120	467	262	-54%	\$ 360	\$ 1,401	\$ 786	-54%
Disc Golf Annual	22	31	13	74%	\$ 1,210	\$ 1,625	\$ 668	81%
Total Disc Golf	142	498	275	-48%	\$ 1,570	\$ 3,026	\$ 1,454	8%
Shelters	8	8	7	9%	\$ 1,600	\$ 1,600	\$ 1,467	9%
Canoe Rental	0	0	0	-	\$ -	\$ -	\$ -	-
<b>Lower Huron / Willow / Oakwoods</b>								
Disc Golf Daily	30	0	0	-	\$ 90	\$ -	\$ -	-
Disc Golf Annual	1	0	0	-	\$ 55	\$ -	\$ -	-
Total Disc Golf	31	0	0	-	\$ 145	\$ -	\$ -	-
Shelters	18	25	22	-18%	\$ 4,050	\$ 5,550	\$ 4,925	-18%
<b>Lake Erie</b>								
Shelters	6	3	5	13%	\$ 1,200	\$ 800	\$ 1,300	-8%
Boat Launches	129	412	184	-30%	\$ -	\$ -	\$ -	-
Marina	0	0	0	-	\$ 1,556	\$ 56	\$ 37	4068%

PARK	Seasonal Activities Y-T-D				Seasonal Revenue Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
<b>Lake St. Clair</b>								
Welsh Center	16	11	8	92%	\$ 12,800	\$ 8,000	\$ 6,100	110%
Shelters	40	39	32	24%	\$ 10,200	\$ 10,450	\$ 7,917	29%
Boat Launches	0	3	2	-	\$ -	\$ -	\$ -	-
Marina	0	0	0	-	\$ -	\$ -	\$ 11	-
Mini-Golf	0	0	0	-	\$ -	\$ -	\$ -	-
<b>Wolcott</b>								
Activity Center	12	12	12	3%	\$ 3,650	\$ 2,000	\$ 2,867	27%
<b>Stony Creek</b>								
Disc Golf Daily	13	720	242	-95%	\$ 39	\$ 2,238	\$ 751	-95%
Disc Annual	22	48	22	0%	\$ 1,190	\$ 2,600	\$ 1,195	0%
Total Disc Golf	35	768	264	-87%	\$ 1,229	\$ 4,838	\$ 1,946	-37%
Shelters	40	40	48	-17%	\$ 9,000	\$ 9,000	\$ 9,117	-1%
Boat Rental	0	0	0	-	\$ -	\$ -	\$ -	-
Boat Launches	0	0	0	-	\$ -	\$ -	\$ -	-
<b>Indian Springs</b>								
Shelters	1	3	5	-80%	\$ 200	\$ 600	\$ 967	-79%
Event Room	10	10	9	7%	\$ 14,600	\$ 16,500	\$ 14,233	3%
<b>Kensington</b>								
Disc Golf Daily	70	768	345	-80%	\$ 210	\$ 2,304	\$ 1,036	-80%
Disc Annual	23	29	20	17%	\$ 1,245	\$ 1,575	\$ 1,058	18%
Total Disc Golf	93	797	365	-75%	\$ 1,455	\$ 3,879	\$ 2,094	-31%
Shelters	65	53	67	-3%	\$ 14,625	\$ 15,850	\$ 17,537	-17%
Boat Rental	0	0	0	-	\$ -	\$ -	\$ -	-
<b>Huron Meadows</b>								
Shelters	6	3	4	50%	\$ 1,200	\$ 600	\$ 733	64%
<b>Hudson Mills</b>								
Disc Golf Daily	179	662	413	-57%	\$ 537	\$ 1,986	\$ 1,238	-57%
Disc Annual	51	58	37	38%	\$ 2,725	\$ 3,110	\$ 1,947	40%
Total Disc Golf	230	720	450	-49%	\$ 3,262	\$ 5,096	\$ 3,185	2%
Shelters	14	11	12	14%	\$ 2,800	\$ 2,200	\$ 2,467	14%
Canoe Rental	0	0	0	-	\$ -	\$ 4,716	\$ 1,572	-
<b>Lower Huron / Willow / Oakwoods</b>								
Disc Golf Daily	90	0	0	-	\$ 270	\$ -	\$ -	-
Disc Annual	5	0	0	-	\$ 255	\$ -	\$ -	-
Total Disc Golf	95	0	0	-	\$ 525	\$ -	\$ -	-
Shelters	36	31	37	-3%	\$ 8,150	\$ 6,950	\$ 8,208	-1%
<b>Lake Erie</b>								
Shelters	8	7	10	-23%	\$ 1,600	\$ 1,700	\$ 2,433	-34%
Boat Launches	243	582	291	-16%	\$ -	\$ -	\$ -	-
Marina	0	0	0	-	\$ 1,612	\$ 105	\$ 72	2129%

PARK	Cross Country Ski Rental this Month				Cross Country Ski Rental Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Stony Creek	\$ 5,421	\$ 574	\$ 2,734	98%	\$ 7,226	\$ 574	\$ 3,269	98%
Kensington	\$ 7,516	\$ 1,323	\$ 4,372	72%	\$ 13,804	\$ 1,323	\$ 6,020	129%
Huron Meadows	\$ 12,495	\$ 4,483	\$ 7,114	76%	\$ 21,658	\$ 8,227	\$ 14,035	54%
Hudson Mills	\$ 3,584	\$ -	\$ 1,605	123%	\$ 5,122	\$ -	\$ 1,892	171%

PARK	Winter Sports this Month				Winter Sports Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
<b>Lake St. Clair</b>								
XC Skiers	8	1	4	85%	16	1	10	66%
Ice Skaters	19	0	44	-57%	31	0	134	-77%
Sledders	138	0	131	6%	239	0	219	9%
Ice Fishermen	831	124	346	140%	3,610	391	787	359%
<b>Stony Creek</b>								
XC Skiers	720	83	716	1%	1,080	113	929	16%
Ice Skaters	0	65	220	-	0	141	367	-
Sledders	1,150	111	1,799	-36%	1,930	261	2,247	-14%
Ice Fishermen	190	235	236	-19%	384	414	444	-13%
<b>Indian Springs</b>								
XC Skiers	108	8	61	76%	170	9	78	117%
Sledders	230	69	150	54%	306	69	194	58%
<b>Kensington</b>								
XC Skiers	864	166	556	55%	1,506	166	699	115%
Ice Skaters	3	0	147	-98%	14	3	243	-94%
Sledders	1,932	0	612	216%	3,355	0	619	442%
Ice Fishermen	25	5	48	-48%	178	10	91	96%
<b>Huron Meadows</b>								
XC Skiers	1,620	595	1,423	14%	3,130	1,355	2,810	11%
Ice Fishermen	0	0	39	-	0	4	46	-
<b>Hudson Mills</b>								
XC Skiers	826	0	336	146%	1,230	20	472	161%
<b>Lower Huron</b>								
Ice Skaters	97	0	180	-46%	287	4	363	-21%
<b>Willow</b>								
XC Skiers	24	2	31	-23%	41	6	41	1%
Sledders	284	22	703	-60%	447	52	838	-47%
Ice Fishing	11	0	24	-54%	27	5	55	-51%
<b>Lake Erie</b>								
XC Skiers	16	2	16	2%	45	2	32	41%
Sledders	25	5	48	-48%	63	5	96	-34%
Ice Fishing	555	18	155	259%	1,272	399	745	71%

## INTERPRETIVE FACILITIES

PARK	Monthly Patrons Served				YTD Patrons Served			
	(total program participants and non-program visitors)				(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	5,800	8,961	6,329	-8%	9,492	12,051	9,433	1%
Wolcott Mill	2,240	2,134	2,199	2%	3,208	3,900	3,859	-17%
Wolcott Farm	1,098	1,034	1,201	-9%	2,096	1,903	2,311	-9%
Stony Creek	9,290	15,210	12,398	-25%	20,019	27,344	23,699	-16%
Eastern Mobile Center	515	634	383	34%	1,031	634	555	86%
Indian Springs	3,762	3,652	3,704	2%	5,354	5,977	5,895	-9%
Kens NC	13,489	21,052	18,291	-26%	28,169	34,114	31,382	-10%
Kens Farm	10,143	13,059	11,313	-10%	17,459	19,958	16,751	4%
Western Mobile Center	730	1,164	1,212	-40%	1,391	1,858	2,149	-35%
Hudson Mills	2,500	2,531	2,717	-8%	5,151	5,062	5,299	-3%
Oakwoods	6,133	10,434	9,990	-39%	14,259	19,375	18,710	-24%
Lake Erie	8,956	10,082	8,994	0%	17,922	18,557	15,477	16%
Southern Mobile Center	1,179	1,153	777	52%	1,656	1,390	1,015	63%
Totals	65,835	91,100	79,508	-17%	127,207	152,123	136,536	-7%

PARK	Monthly Revenue				YTD Revenue			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 144	\$ 4,453	\$ 2,996	-95%	\$ 1,257	\$ 4,743	\$ 4,620	-73%
Wolcott Mill	\$ 202	\$ 180	\$ 243	-17%	\$ 733	\$ 401	\$ 355	106%
Wolcott Farm	\$ 497	\$ 1,335	\$ 1,090	-54%	\$ 1,157	\$ 2,135	\$ 2,211	-48%
Wagon Rides	\$ -	\$ 15	\$ 11	-	\$ 14	\$ 39	\$ 31	-54%
Livestock/Produce	\$ 2,745	\$ 2,873	\$ 1,751	57%	\$ 4,786	\$ 6,571	\$ 4,617	4%
FARM TOTAL	\$ 3,242	\$ 4,223	\$ 2,851	14%	\$ 5,957	\$ 8,745	\$ 6,859	-13%
Stony Creek	\$ 1,355	\$ 1,663	\$ 1,784	-24%	\$ 2,810	\$ 3,174	\$ 3,725	-25%
Eastern Mobile Center	\$ 2,800	\$ 325	\$ 108	2485%	\$ 4,400	\$ 325	\$ 108	3962%
Indian Springs	\$ 583	\$ 390	\$ 643	-9%	\$ 779	\$ 757	\$ 1,286	-39%
Kens NC	\$ 1,000	\$ 1,429	\$ 1,851	-46%	\$ 2,569	\$ 4,084	\$ 4,493	-43%
Kens Farm	\$ 5,403	\$ 1,850	\$ 2,356	129%	\$ 9,240	\$ 4,140	\$ 5,523	67%
Wagon Rides	\$ 839	\$ 3,038	\$ 1,940	-57%	\$ 1,829	\$ 4,840	\$ 2,989	-39%
Livestock/Produce	\$ 213	\$ 73	\$ 262	-19%	\$ 744	\$ 1,468	\$ 1,218	-39%
FARM TOTAL	\$ 6,455	\$ 4,961	\$ 4,558	42%	\$ 11,813	\$ 10,448	\$ 9,730	21%
Western Mobile Center	\$ 950	\$ 1,482	\$ 2,098	-55%	\$ 2,538	\$ 3,862	\$ 5,097	-50%
Hudson Mills	\$ 226	\$ 200	\$ 735	-69%	\$ 691	\$ 268	\$ 1,252	-45%
Oakwoods	\$ 248	\$ 690	\$ 558	-56%	\$ 665	\$ 1,325	\$ 1,120	-41%
Lake Erie	\$ 395	\$ 962	\$ 461	-14%	\$ 1,203	\$ 5,352	\$ 2,917	-59%
Southern Mobile Center	\$ 1,970	\$ 975	\$ 325	506%	\$ 3,299	\$ 2,130	\$ 710	365%
Totals	\$ 19,570	\$ 21,933	\$ 19,210	2%	\$ 38,713	\$ 45,613	\$ 42,272	-8%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance				OFF-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR		CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance	Programs	Attendance	Programs	Attendance
Lake St Clair	32	771	42	844	-	-	14	325
Wolcott Mill	11	119	6	106	-	-	1	15
Wolcott Farm	8	117	10	167	-	-	-	-
Stony Creek	32	1,390	51	1,661	-	-	-	-
Eastern Mobile Center					18	515	6	634
Indian Springs	19	328	26	296	8	434	6	278
Kens NC	25	552	48	1,225	6	433	17	1,605
Kens Farm	51	492	29	255	-	-	-	-
Western Mobile Center					36	730	36	1,164
Hudson Mills	-	-	3	31	-	-	-	-
Oakwoods	8	122	19	214	2	62	-	-
Lake Erie	9	118	10	102	1	20	-	-
Southern Mobile Center					31	1,179	34	1,153
Totals	195	4,009	244	4,901	102	3,373	114	5,174
BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)							
	Current	Previous						
Lake St Clair	5,029	7,792						
Wolcott Mill	2,121	2,013						
Wolcott Farm	981	867						
Stony Creek	7,900	13,549						
Indian Springs	3,000	3,078						
Kens NC	12,504	18,222						
Kens Farm	9,651	12,804						
Hudson Mills	2,500	2,500						
Oakwoods	5,949	10,220						
Lake Erie	8,818	9,980						
Totals	58,453	81,025						

"ON-SITE" - Statistics includes both programs offered to the public and programs offered to school and scout groups.

"OFF-SITE" - Statistics includes outreach programs at schools, special events such as local fairs, or outdoor related trade shows.

"OTHER VISITORS" - Represents patrons to interpretive centers who visit to view exhibits, walk trails, and generally just enjoy the outdoors.