

# PROJECT AGREEMENT

JOB NUMBER: \_\_\_\_\_

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the TOWNSHIP of COHOCTAH Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

## WITNESSETH

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

**ANTCLIFF ROAD  
(GANNON ROAD TO COHOCTAH ROAD)  
APPROXIMATELY 0.97 MILES  
PLACE SINGLE CHIP SEAL WITH A FOG SEAL,  
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$45,000. The Township shall pay the Road Commission 50% of the cost of the project not to exceed \$22,500. The remaining balance will be paid by the Livingston County Road Commission.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The Road Commission shall hold the Township harmless from any liability arising from the work performed pursuant to this contract.
4. The work will be completed within the current contract year, unless the parties otherwise so agree.
5. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF COHOCTAH**

**BY:** \_\_\_\_\_  
**MARK FOSDICK, SUPERVISOR**

\_\_\_\_\_  
**BARB FEAR, CLERK**

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

**BY:** \_\_\_\_\_  
**STEVEN J. WASYLK, MANAGING DIRECTOR**

\_\_\_\_\_  
**TERRY E. PALMER, DIRECTOR OF FINANCE**

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## WITNESSETH

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

**COHOCTAH ROAD  
(ANTCLIFF ROAD TO OAK GROVE ROAD)  
APPROXIMATELY 2.71 MILES  
PLACE SINGLE CHIP SEAL WITH A FOG SEAL,  
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$95,000. The Township shall pay the Road Commission 38.4% of the cost of the project not to exceed \$36,500. The remaining balance will be paid by the Livingston County Road Commission.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The Road Commission shall hold the Township harmless from any liability arising from the work performed pursuant to this contract.
4. The work will be completed within the current contract year, unless the parties otherwise so agree.
5. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF COHOCTAH**

BY: \_\_\_\_\_  
MARK FOSDICK, SUPERVISOR

\_\_\_\_\_  
BARB FEAR, CLERK

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

BY: \_\_\_\_\_  
STEVEN J. WASYLK, MANAGING DIRECTOR

\_\_\_\_\_  
TERRY E. PALMER, DIRECTOR OF FINANCE

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## WITNESSETH

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

**OAK GROVE ROAD  
(COHOCTAH ROAD TO COUNTY LINE)  
APPROXIMATELY 1.47 MILES,  
PLACE SINGLE CHIP SEAL WITH A FOG SEAL,  
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$60,000. The Township shall pay the Road Commission 50% of the cost of the project not to exceed \$60,000. The remaining balance will be paid by the Livingston County Road Commission.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The Road Commission shall hold the Township harmless from any liability arising from the work performed pursuant to this contract.
4. The work will be completed within the current contract year, unless the parties otherwise so agree.
5. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF COHOCTAH**

BY: \_\_\_\_\_  
MARK FOSDICK, SUPERVISOR

\_\_\_\_\_  
BARB FEAR, CLERK

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

BY: \_\_\_\_\_  
STEVEN J. WASYLK, MANAGING DIRECTOR

\_\_\_\_\_  
TERRY E. PALMER, DIRECTOR OF FINANCE

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## WITNESSETH

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

**OWOSSO ROAD  
(TOWNSHIP LINE TO CHASE LAKE ROAD)  
APPROXIMATELY 1.01 MILES  
PLACE SINGLE CHIP SEAL WITH A FOG SEAL,  
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$45,000. The Township shall pay the Road Commission 25% of the cost of the project not to exceed \$11,250. The remaining balance will be paid by the Livingston County Road Commission and other.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The Road Commission shall hold the Township harmless from any liability arising from the work performed pursuant to this contract.
4. The work will be completed within the current contract year, unless the parties otherwise so agree.
5. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF COHOCTAH**

BY: \_\_\_\_\_  
MARK FOSDICK, SUPERVISOR

\_\_\_\_\_  
BARB FEAR, CLERK

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

BY: \_\_\_\_\_  
STEVEN J. WASYLK, MANAGING DIRECTOR

\_\_\_\_\_  
TERRY E. PALMER, DIRECTOR OF FINANCE