

Livingston County Road Commission

3535 Grand Oaks Drive • Howell, Michigan 48843-8575

Telephone: (517) 546-4250 • Facsimile: (517) 546-9628

Internet Address: www.livingstonroads.org

BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON

AGENDA

March 2, 2023

9:30 A.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. APPROVAL OF AGENDA

ACTION: Staff recommends approval as presented

- E. CALL TO THE PUBLIC (1)
- F. ACTION ITEMS

- 1. Project Agreement – Brighton Township
 - Pleasant Valley Road
(Resolution 2303-015)

ACTION: Staff recommends approval

- 2. Project Agreement – Hamburg Township
 - Hooker Road
(Resolution 2303-016)

ACTION: Staff recommends approval

- 3. Project Agreements – Oceola Township
 - Clyde Road
 - Clyde Road
(Resolution 2303-017)

ACTION: Staff recommends approval

- 4. Bid Acceptance
 - 2023 Chip Seal Program
(Resolution 2303-018)

ACTION: Staff recommends approval

5. **Project Agreement – Hartland Township**

- **Cundy Road
(Resolution 2303-019)**

ACTION: Staff recommends approval

6. **MDOT Contract Approval**

- **MDOT Contract No. 23-5007 – Chilson Road
(Resolution 2303-020)**

ACTION: Staff recommends approval

7. **MDOT Contract Approval**

- **MDOT Contract No. 23-5008 – Fowlerville Road
(Resolution 2303-021)**

ACTION: Staff recommends approval

8. **Project Agreements – Howell Township**

- **Deal Road**
- **Fleming Road**
- **Marr Road
(Resolution 2303-022)**

ACTION: Staff recommends approval

9. **Project Agreement – Marion Township**

- **County Farm Road
(Resolution 2303-023)**

ACTION: Staff recommends approval

10. **Project Agreement – Genoa Township**

- **Chilson Road
(Resolution 2303-024)**

ACTION: Staff recommends approval

11. **Project Agreement – Deerfield Township**

- **Faussett Road
(Resolution 2303-025)**

ACTION: Staff recommends approval

12. **Bid Acceptance**

- **2023 Pavement Marking Project
(Resolution 2303-026)**

ACTION: Staff recommends approval

G. INFORMATION AND REPORTS

H. CALL TO THE PUBLIC (2)

I. LEGAL

J. ADMINISTRATIVE BUSINESS

1. Minutes

a. Regular Board Meeting – February 9, 2023

ACTION: Staff recommends approval

2. Bills

ACTION: Staff recommends approval

3. Meetings Announced

a. Next Regular Board Meeting – March 16, 2023

4. Financial Reports

a. Cash Position Statement

5. Miscellaneous Road Items

K. ADJOURNMENT

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F.1.

MEMORANDUM

Date: March 2, 2023

To: Board of County Road Commissioners

From: Steve Wasylk, Managing Director

Subject: Project Agreement – Brighton Township

Attached is a project agreement authorized by Brighton Township for road improvements to the section of Pleasant Valley Road between Spencer Road and the end of the pavement. Staff recommends approval of the agreement and the associated resolution.

RESOLUTION OF THE

NUMBER:

2303-015

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

DATE:

March 2, 2023

Resolution Accepting a Project Agreement with Brighton Township

WHEREAS, Brighton Township wishes to provide improvements to the following road segment in accordance with a cost estimate prepared by Livingston County Road Commission staff:

- Pleasant Valley Road – between Spencer Road and the end of pavement and

WHEREAS, Brighton Township has approved the associated project agreement, now therefore be it

RESOLVED, that the Board of County Road Commissioners of the County of Livingston approves said project agreement with Brighton Township for road improvements as indicated in the agreement, and be it further

RESOLVED, that the Board authorizes the Managing Director and the Director of Finance to sign the agreement on their behalf.

MOVED:

SUPPORTED:

AYES:

NAYS:

I hereby certify this to be a true copy of a resolution made and adopted by the Board of County Road Commissioners of the County of Livingston.

Steven J. Wasylk, Managing Director

PROJECT AGREEMENT

JOB NUMBER: 459.0056 AW

This Agreement made and entered into this _____ day of _____, 2022 by and between the TOWNSHIP of BRIGHTON 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:

PLEASANT VALLEY ROAD,
SPENCER ROAD TO END OF PAVEMENT
APPROXIMATELY 1.52 MILES
MILL EXITING PAVEMENT, PLACE 2 LIFTS OF NEW HOT MIX ASPHALT INCLUDING
PAVING SHOULDERS 3FT WIDE,
ALTOGETHER WITH THE NECESSARY RELATED WORK

The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$980,000. The Township shall pay the Road Commission 50% of the cost of the project not to exceed \$490,000. 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 work will be completed within the current contract year, unless the parties otherwise so agree.
4. 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 BRIGHTON

BY:  _____
PATRICK MICHEL, SUPERVISOR

 _____
JOE RIKER, CLERK

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LIVINGSTON

BY: _____
STEVEN J. WASYLK, MANAGING DIRECTOR

SARAH NEWTON, DIRECTOR OF FINANCE

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F.2.

MEMORANDUM

Date: March 2, 2023

To: Board of County Road Commissioners

From: Steve Wasylk, Managing Director

Subject: Project Agreement – Hamburg Township

Attached is a project agreement authorized by Hamburg Township for road improvements to the section of Hooker Road between M-36 and the cul-de-sac. Staff recommends approval of the agreement and the associated resolution.

RESOLUTION OF THE

NUMBER:

2303-016

BOARD OF COUNTY ROAD
COMMISSIONERS OF THE
COUNTY OF LIVINGSTON

DATE:

March 2, 2023

Resolution Accepting a Project Agreement with Hamburg Township

WHEREAS, Hamburg Township wishes to provide improvements to the following road segment in accordance with a cost estimate prepared by Livingston County Road Commission staff:

- Hooker Road – between M-36 and the cul-de-sac
- and

WHEREAS, Hamburg Township has approved the associated project agreement, now therefore be it

RESOLVED, that the Board of County Road Commissioners of the County of Livingston approves said project agreement with Hamburg Township for road improvements as indicated in the agreement, and be it further

RESOLVED, that the Board authorizes the Managing Director and the Director of Finance to sign the agreement on their behalf.

MOVED:

SUPPORTED:

AYES:

NAYS:

I hereby certify this to be a true copy of a resolution made and adopted by the Board of County Road Commissioners of the County of Livingston.

Steven J. Wasylk, Managing Director

PROJECT AGREEMENT

JOB NUMBER: 489.07.5103BW

This Agreement made and entered into this _____ day of _____, 2022 by and between the TOWNSHIP of HAMBURG 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:

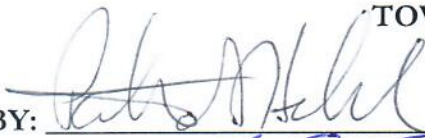
HOOKER ROAD,
CUL-DE-SAC TO M-36
APPROXIMATELY 0.72 MILES
4.0" HOT MIX ASPHALT IN 2 LIFTS,
ALTOGETHER WITH THE NECESSARY RELATED WORK

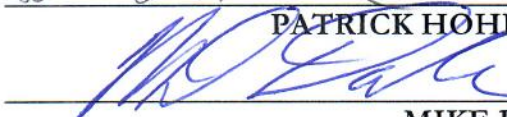
The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$330,000. The Township shall pay the Road Commission 50% of the cost of the project not to exceed \$165,000. 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 work will be completed within the current contract year, unless the parties otherwise so agree.
4. 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 HAMBURG

BY: 
PATRICK HOHL, SUPERVISOR


MIKE DOLAN, CLERK

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LIVINGSTON

BY: _____
STEVEN J. WASYLK, MANAGING DIRECTOR

SARAH NEWTON, DIRECTOR OF FINANCE

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F.3.

MEMORANDUM

Date: March 2, 2023

To: Board of County Road Commissioners

From: Steve Wasylk, Managing Director

Subject: Project Agreements – Oceola Township

Attached are two project agreements authorized by Oceola Township for road improvements. The project locations are listed below.

1. Clyde Road – between Argentine Road and the east township line
2. Clyde Road – between Latson Road and Fisher Road

Staff recommends approval of the agreements and the associated resolution.

RESOLUTION OF THE

NUMBER:

2303-017

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

DATE:

March 2, 2023

Resolution Accepting Two Project Agreements with Oceola Township

WHEREAS, Oceola Township wishes to provide improvements to the following road segments in accordance with cost estimates prepared by Livingston County Road Commission staff:

- Clyde Road – between Argentine Road and the east township line
- Clyde Road – between Latson Road and Fisher Road

and

WHEREAS, Oceola Township has approved the associated project agreements, now therefore be it

RESOLVED, that the Board of County Road Commissioners of the County of Livingston approves said project agreements with Oceola Township for road improvements as indicated in the agreements, and be it further

RESOLVED, that the Board authorizes the Managing Director and the Director of Finance to sign the agreements on their behalf.

MOVED:

SUPPORTED:

AYES:

NAYS:

I hereby certify this to be a true copy of a resolution made and adopted by the Board of County Road Commissioners of the County of Livingston.

Steven J. Wasyk, Managing Director

PROJECT AGREEMENT

JOB NUMBER: 459.0059AW

This Agreement made and entered into this _____ day of _____, 2022 by and between the TOWNSHIP of OCEOLA 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:

CLYDE ROAD,
ARGENTINE ROAD TO TOWNSHIP LINE,
APPROXIMATELY 1.97 MILES
MILL 2.5" AND PLACE 4.0" HOT MIX ASPHALT IN 2 LIFTS,
ALTOGETHER WITH THE NECESSARY RELATED WORK

The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$875,000. The Township shall pay the Road Commission 50% of the cost of the project not to exceed \$437,500. 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 work will be completed within the current contract year, unless the parties otherwise so agree.
4. 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 OCEOLA

BY: William J. Bamber
WILLIAM J. BAMBER, SUPERVISOR

Jaime Clay
JAIME CLAY, CLERK

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LIVINGSTON

BY: _____
STEVEN J. WASYLK, MANAGING DIRECTOR

SARAH NEWTON, DIRECTOR OF FINANCE

PROJECT AGREEMENT

JOB NUMBER: 459.0062 Av

This Agreement made and entered into this _____ day of _____, 2023 by and between the TOWNSHIP of OCEOLA, 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:

**CLYDE ROAD
(FROM LATSON ROAD TO FISHER ROAD)
APPROXIMATELY 10,450 FEET
GRAVEL RESURFACING, LIMITED DRAINAGE, AND TREE WORK
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Township shall pay the Road Commission 100% of the cost of the project, as follows: \$128,000.
 - 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 work will be completed within the current contract year, unless the parties otherwise so agree.
4. 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 OCEOLA

BY: William J. Bamber
WILLIAM J. BAMBER, SUPERVISOR

Jaime Clay
JAIME CLAY, CLERK

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LIVINGSTON

BY: _____
STEVEN J. WASYLK, MANAGING DIRECTOR

SARAH R. NEWTON, DIRECTOR OF FINANCE

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F.4.

MEMORANDUM

Date: March 2, 2023

To: Board of County Road Commissioners

From: Jodie Tedesco, Director of Engineering

Subject: 2023 Chip Seal Program Bid

On February 14, 2023, staff received bids for the 2023 Chip Seal Program. The bid tabulation is attached for your review. As can be seen from this tabulation, the low qualified bid contractor was Highway Maintenance and Construction Company, and the bid was 13.11 percent lower than the Engineer's Estimate.

Highway Maintenance and Construction Company is a Michigan Department of Transportation pre-qualified contractor and has performed acceptable work for the Road Commission for several years. Hence, staff recommends approval of their bid for the 2023 Chip Seal Program.

RESOLUTION OF THE

NUMBER:

2303-018

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

DATE:

March 2, 2023

Resolution Accepting the Low Bid for the 2023 Chip Seal Program

WHEREAS, the Livingston County Road Commission publicly opened bids on February 14, 2023, for the 2023 Chip Seal Program, and

WHEREAS, staff has reviewed the bids and has verified Highway Maintenance and Construction Company as the low bidder, now therefore be it

RESOLVED, that the Board of County Road Commissioners of the County of Livingston hereby accepts the bid from Highway Maintenance and Construction Company for the aforementioned program, and be it further

RESOLVED, that staff is authorized to execute all documents required to effectuate the associated construction contract with Highway Maintenance and Construction Company.

MOVED:

SUPPORTED:

AYES:

NAYS:

I hereby certify this to be a true copy of a resolution made and adopted by the Board of County Road Commissioners of the County of Livingston.

Steven J. Wasylk, Managing Director

Bid Comparison

Contract ID: 459.0055AW
Description: 2023 Chip Seal Program
Location:
Projects(s): 459.0055AW

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$543,519.06	15.09%	0.00%
1	(01230) Highway Maintenance and Construction Com	\$472,236.78	0.00%	-13.11%
2	(05827) Fahrner Asphalt Sealers, L.L.C.	\$480,493.63	1.74%	-11.59%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Highway Maintenance and Construction Com		(2) Fahrner Asphalt Sealers, L.L.C.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1100001	1	LSUM	\$49,411.00	\$49,411.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00
	Mobilization, Max								
0002	5050001	156,784	Syd	\$2.25	\$352,764.00	\$2.01	\$315,135.84	\$2.04	\$319,212.22
	Seal, Single Chip								
0003	5050002	23,232	Syd	\$3.25	\$75,504.00	\$3.58	\$83,170.56	\$3.89	\$90,279.55
	Seal, Double Chip								
0004	5050015	154,516	Syd	\$0.41	\$63,351.56	\$0.43	\$66,441.88	\$0.40	\$61,342.85
	Seal, Fog								
0005	8120281	1,659	Ea	\$1.50	\$2,488.50	\$1.50	\$2,488.50	\$1.00	\$1,659.00
	Raised Pavt Marker, Temp, Type 1, Yellow, Bidirectional								
Bid Totals:					\$543,519.06		\$472,236.78		\$480,493.63

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F.5.

MEMORANDUM

Date: March 2, 2023

To: Board of County Road Commissioners

From: Steve Wasylk, Managing Director

Subject: Project Agreement – Hartland Township

Attached is a project agreement authorized by Hartland Township for road improvements to the section of Cundy Road between M-59 and Hartland Glen Road. Staff recommends approval of the agreement and the associated resolution.

RESOLUTION OF THE

NUMBER:

2303-019

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

DATE:

March 2, 2023

Resolution Accepting a Project Agreement with Hartland Township

WHEREAS, Hartland Township wishes to provide improvements to the following road segment in accordance with a cost estimate prepared by Livingston County Road Commission staff:

- Cundy Road – between M-59 and Hartland Glen Road
- and

WHEREAS, Hartland Township has approved the associated project agreement, now therefore be it

RESOLVED, that the Board of County Road Commissioners of the County of Livingston approves said project agreement with Hartland Township for road improvements as indicated in the agreement, and be it further

RESOLVED, that the Board authorizes the Managing Director and the Director of Finance to sign the agreement on their behalf.

MOVED:

SUPPORTED:

AYES:

NAYS:

I hereby certify this to be a true copy of a resolution made and adopted by the Board of County Road Commissioners of the County of Livingston.

Steven J. Wasylk, Managing Director

PROJECT AGREEMENT

JOB NUMBER: 489.09.5106 BW

This Agreement made and entered into this _____ day of _____, 2022 by and between the TOWNSHIP of HARTLAND 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:

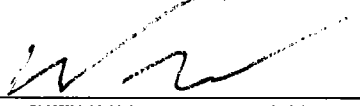
CUNDY ROAD,
M-59 TO HARTLAND GLEN ROAD,
APPROXIMATELY 0.85 MILES
CRUSH AND SHAPE AND PLACE 4.0" HOT MIX ASPHALT IN 2 LIFTS,
ALTOGETHER WITH THE NECESSARY RELATED WORK

The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$550,000. The Township shall pay the Road Commission 50% of the cost of the project not to exceed \$275,000. 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 work will be completed within the current contract year, unless the parties otherwise so agree.
4. 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 HARTLAND

BY: 

WILLIAM FOUNTAIN, SUPERVISOR



LARRY N. CIOFU, CLERK

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

BY: _____
STEVEN J. WASYLK, MANAGING DIRECTOR

SARAH NEWTON, DIRECTOR OF FINANCE

Livingston County Road Commission

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F.6.

MEMORANDUM

Date: March 2, 2023

To: Board of County Road Commissioners

From: Jodie Tedesco, Director of Engineering

Subject: MDOT Contract Approval – Chilson Road

Attached is the Michigan Department of Transportation (MDOT) Contract No. 23-5007 for our 2023 Chilson Road Project. The Board approved the plans and specifications for the project on December 8, 2022. The project estimate is \$1,472,200, with the Road Commission's share being \$474,270. The project is scheduled to be let to bid on March 3, 2023, and the final completion date for the project should be on or before August 19, 2023.

Staff recommends approval of the attached resolution approving MDOT Contract No. 23-5007.

RESOLUTION OF THE

NUMBER:

2303-020

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

DATE:

March 2, 2023

Resolution Approving Contract No. 23-5007 with the Michigan Department of Transportation

- WHEREAS,** the Michigan Department of Transportation (MDOT) has tendered Contract No. 23-5007 for a project on Chilson Road from Crooked Lake Road to Beck Road, and
- WHEREAS,** the Board of County Road Commissioners of the County of Livingston previously approved the plans and specifications for this project on December 8, 2022, and
- WHEREAS,** staff has reviewed the aforementioned contract and recommends its approval, now therefore be it
- RESOLVED,** that the Board of County Road Commissioners of the County of Livingston hereby approves MDOT Contract No. 23-5007, and be it further
- RESOLVED,** that Steve Wasylk, the Managing Director of the Livingston County Road Commission, is hereby authorized to execute the contract on behalf of the Board.

MOVED:

SUPPORTED:

AYES:

NAYS:

I hereby certify this to be a true copy of a resolution made and adopted by the Board of County Road Commissioners of the County of Livingston.

Steven J. Wasylk, Managing Director

STP

DA

Control Section	STL 47000
Job Number	210604CON
Project	23A0183
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5007

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, MICHIGAN, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Livingston County, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 1, 2023, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing along Chilson Road from Crooked Lake Road to Beck Road, including machine grading, hot mix asphalt and aggregate shoulders, permanent pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing

adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$997,930, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation

corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

BOARD OF COUNTY ROAD
COMMISSIONERS OF THE
COUNTY OF LIVINGSTON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



February 1, 2023

EXHIBIT I

CONTROL SECTION	STL 47000
JOB NUMBER	210604CON
PROJECT	23A0183

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$1,472,200
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,472,200
Less Federal Funds*	<u>\$ 997,930</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 474,270

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Livingston County Road Commission

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

F.7.

MEMORANDUM

Date: March 2, 2023

To: Board of County Road Commissioners

From: Jodie Tedesco, Director of Engineering

Subject: MDOT Contract Approval – Fowlerville Road

Attached is the Michigan Department of Transportation (MDOT) Contract No. 23-5008 for our 2023 Fowlerville Road Project. The Board approved the plans and specifications for the project on December 8, 2022. The project estimate is \$835,000, with the Road Commission's share being \$536,365. The project is scheduled to be let to bid on March 3, 2023, and the final completion date for the project should be on or before August 25, 2023.

Staff recommends approval of the attached resolution approving MDOT Contract No. 23-5008.

RESOLUTION OF THE

NUMBER:

2303-021

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

DATE:

March 2, 2023

Resolution Approving Contract No. 23-5008 with the Michigan Department of Transportation

WHEREAS, the Michigan Department of Transportation (MDOT) has tendered Contract No. 23-5008 for a project on Fowlerville Road from Van Buren Road to the Fowlerville city limits, and

WHEREAS, the Board of County Road Commissioners of the County of Livingston previously approved the plans and specifications for this project on December 8, 2022, and

WHEREAS, staff has reviewed the aforementioned contract and recommends its approval, now therefore be it

RESOLVED, that the Board of County Road Commissioners of the County of Livingston hereby approves MDOT Contract No. 23-5008, and be it further

RESOLVED, that Steve Wasylk, the Managing Director of the Livingston County Road Commission, is hereby authorized to execute the contract on behalf of the Board.

MOVED:

SUPPORTED:

AYES:

NAYS:

I hereby certify this to be a true copy of a resolution made and adopted by the Board of County Road Commissioners of the County of Livingston.

Steven J. Wasylk, Managing Director

HIC

DA

Control Section	HIC 47000
Job Number	214434CON
Project	23A0229
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5008

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, MICHIGAN, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Livingston County, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 1, 2023, attached hereto and made a part hereof:

Hot mix asphalt surface removal and resurfacing along Fowlerville Road from Van Buren Road to Fowlerville city limits, including aggregate base, shoulders, aggregate base conditioning, intermittent concrete curb and gutter replacement, curb ramps, concrete bridge approach, guardrail and permanent pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY INFRASTRUCTURE PROGRAM COVID

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$298,635, or (2) an amount such that 100 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL

324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

BOARD OF COUNTY ROAD
COMMISSIONERS OF THE
COUNTY OF LIVINGSTON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



February 1, 2023

EXHIBIT I

CONTROL SECTION	HIC 47000
JOB NUMBER	214434CON
PROJECT	23A0229

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$835,000
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$835,000
Less Federal Funds*	<u>\$298,635</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$536,365

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Livingston County Road Commission

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

F.8.

MEMORANDUM

Date: March 2, 2023

To: Board of County Road Commissioners

From: Steve Wasylk, Managing Director

Subject: Project Agreements – Howell Township

Attached are three project agreements authorized by Howell Township for road improvements. The project locations are listed below.

1. Deal Road – between Fleming Road and the east end of the road
2. Fleming Road – between Marr Road and Allen Road
3. Marr Road – between Burkhart Road and the bridge east of Crandall Road

Staff recommends approval of the agreements and the associated resolution.

RESOLUTION OF THE

NUMBER:

2303-022

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

DATE:

March 2, 2023

Resolution Accepting Three Project Agreements with Howell Township

WHEREAS, Howell Township wishes to provide improvements to the following road segments in accordance with cost estimates prepared by Livingston County Road Commission staff:

- Deal Road – between Fleming Road and the east end of the road
- Fleming Road – between Marr Road and Allen Road
- Marr Road – between Burkhart Road and the bridge east of Crandall Road

and

WHEREAS, Howell Township has approved the associated project agreements, now therefore be it

RESOLVED, that the Board of County Road Commissioners of the County of Livingston approves said project agreements with Howell Township for road improvements as indicated in the agreements, and be it further

RESOLVED, that the Board authorizes the Managing Director and the Director of Finance to sign the agreements on their behalf.

MOVED:

SUPPORTED:

AYES:

NAYS:

I hereby certify this to be a true copy of a resolution made and adopted by the Board of County Road Commissioners of the County of Livingston.

Steven J. Wasyk, Managing Director

RECEIVED
FEB 24 2023
LIVINGSTON COUNTY
ROAD COMMISSION

PROJECT AGREEMENT

JOB NUMBER: 489.10.5110BV

This Agreement made and entered into this _____ day of _____, 2023 by and between the TOWNSHIP of HOWELL, 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:

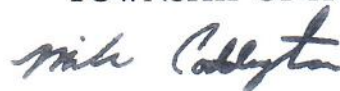
DEAL ROAD
(FROM FLEMING ROAD TO THE END)
APPROXIMATELY 1,400 FEET
GRAVEL RESURFACING, LIMITED DRAINAGE
ALTOGETHER WITH THE NECESSARY RELATED WORK

The parties agree as follows:

1. The Township shall pay the Road Commission 100% of the cost of the project, as follows:
\$38,000.
 - 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 work will be completed within the current contract year, unless the parties otherwise so agree.
4. 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 HOWELL



BY: _____
MIKE CODDINGTON, SUPERVISOR



JEAN GRAHAM, CLERK

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LIVINGSTON

BY: _____
STEVEN J. WASYLK, MANAGING DIRECTOR

SARAH R. NEWTON, DIRECTOR OF FINANCE



PROJECT AGREEMENT

JOB NUMBER: 489.10.5111BV

This Agreement made and entered into this _____ day of _____, 2023 by and between the TOWNSHIP of HOWELL, 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:



**FLEMING ROAD
(FROM MARR ROAD TO ALLEN ROAD)
APPROXIMATELY 7,582 FEET
GRAVEL RESURFACING, LIMITED DRAINAGE
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Township shall pay the Road Commission 100% of the cost of the project, as follows:
\$167,000.
 - 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 work will be completed within the current contract year, unless the parties otherwise so agree.
4. 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 HOWELL

BY: 
MIKE CODDINGTON, SUPERVISOR

JEAN GRAHAM, CLERK

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LIVINGSTON

BY: _____
STEVEN J. WASYLK, MANAGING DIRECTOR

SARAH R. NEWTON, DIRECTOR OF FINANCE

RECEIVED

FEB 24 2023

LIVINGSTON COUNTY
ROAD COMMISSION

PROJECT AGREEMENT

JOB NUMBER: 459.0063 AV

This Agreement made and entered into this _____ day of _____, 2023 by and between the TOWNSHIP of HOWELL, 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:

MARR ROAD
(FROM BURKHART ROAD TO THE BRIDGE)
APPROXIMATELY 5,600 FEET
LIMESTONE RESURFACING, LIMITED DRAINAGE
ALTOGETHER WITH THE NECESSARY RELATED WORK

The parties agree as follows:

1. The Township shall pay the Road Commission 100% of the cost of the project, as follows: \$241,000.
 - 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 work will be completed within the current contract year, unless the parties otherwise so agree.
4. 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 HOWELL

BY: *Mike Coddington*
MIKE CODDINGTON, SUPERVISOR

Jean Graham
JEAN GRAHAM, CLERK

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LIVINGSTON

BY: _____
STEVEN J. WASYLK, MANAGING DIRECTOR

SARAH R. NEWTON, DIRECTOR OF FINANCE

Livingston County Road Commission

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

F.9.

MEMORANDUM

Date: March 2, 2023

To: Board of County Road Commissioners

From: Steve Wasylk, Managing Director

Subject: Project Agreement – Marion Township

Attached is a project agreement authorized by Marion Township for road improvements to the section of County Farm Road between Sexton Road and M-155. Staff recommends approval of the agreement and the associated resolution.

RESOLUTION OF THE

NUMBER:

2303-023

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

DATE:

March 2, 2023

Resolution Accepting a Project Agreement with Marion Township

WHEREAS, Marion Township wishes to provide improvements to the following road segment in accordance with a cost estimate prepared by Livingston County Road Commission staff:

- County Farm Road – between Sexton Road and M-155
- and

WHEREAS, Marion Township has approved the associated project agreement, now therefore be it

RESOLVED, that the Board of County Road Commissioners of the County of Livingston approves said project agreement with Marion Township for road improvements as indicated in the agreement, and be it further

RESOLVED, that the Board authorizes the Managing Director and the Director of Finance to sign the agreement on their behalf.

MOVED:

SUPPORTED:

AYES:

NAYS:

I hereby certify this to be a true copy of a resolution made and adopted by the Board of County Road Commissioners of the County of Livingston.

Steven J. Wasylk, Managing Director

PROJECT AGREEMENT

JOB NUMBER: 489-13-5102BW

This Agreement made and entered into this _____ day of _____, 2022 by and between the TOWNSHIP of MARION 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:

COUNTY FARM ROAD,
SEXTON ROAD TO M-155
APPROXIMATELY 1.86 MILES
PLACE A CHIP SEAL APPLICATION AND A HOT MIX ASPHALT OVERLAY,
ALTOGETHER WITH THE NECESSARY RELATED WORK

The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$550,000. The Township shall pay the Road Commission 50% of the cost of the project not to exceed \$275,000. 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 work will be completed within the current contract year, unless the parties otherwise so agree.
4. 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 MARION

BY: Robert W. Hanvey
ROBERT HANVEY, SUPERVISOR

Tammy L. Beal
TAMMY BEAL, CLERK

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LIVINGSTON

BY: _____
STEVEN J. WASYLK, MANAGING DIRECTOR

SARAH NEWTON, DIRECTOR OF FINANCE

Livingston County Road Commission

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

F.10.

MEMORANDUM

Date: March 2, 2023

To: Board of County Road Commissioners

From: Steve Wasylk, Managing Director

Subject: Project Agreement – Genoa Township

Attached is a project agreement authorized by Genoa Township for road improvements to the section of Chilson Road between Brighton Road and the south township line. Staff recommends approval of the agreement and the associated resolution.

RESOLUTION OF THE

NUMBER:

2303-024

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

DATE:

March 2, 2023

Resolution Accepting a Project Agreement with Genoa Township

WHEREAS, Genoa Township wishes to provide improvements to the following road segment in accordance with a cost estimate prepared by Livingston County Road Commission staff:

- Chilson Road – between Brighton Road and the south township line and

WHEREAS, Genoa Township has approved the associated project agreement, now therefore be it

RESOLVED, that the Board of County Road Commissioners of the County of Livingston approves said project agreement with Genoa Township for road improvements as indicated in the agreement, and be it further

RESOLVED, that the Board authorizes the Managing Director and the Director of Finance to sign the agreement on their behalf.

MOVED:

SUPPORTED:

AYES:

NAYS:

I hereby certify this to be a true copy of a resolution made and adopted by the Board of County Road Commissioners of the County of Livingston.

Steven J. Wasylk, Managing Director

PROJECT AGREEMENT

JOB NUMBER: 459.0060AW

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

WITNESSETH

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

CHILSON ROAD,
TOWNSHIP LINE TO BRIGHTON ROAD,
APPROXIMATELY 1.01 MILES
2.5" MILL AND 4.0" HOT MIX ASPHALT IN 2 LIFTS
WITH 3 FT PAVED SHOULDERS,
ALTOGETHER WITH THE NECESSARY RELATED WORK

The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$640,000. The Township shall pay the Road Commission 50% of the cost of the project not to exceed \$320,000. 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 work will be completed within the current contract year, unless the parties otherwise so agree.
4. 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 GENOA

BY: Bill Rogers
BILL ROGERS, SUPERVISOR

Paulette A. Skolarus
PAULETTE A. SKOLARUS, CLERK

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LIVINGSTON

BY: _____
STEVEN J. WASYLK, MANAGING DIRECTOR

SARAH NEWTON, DIRECTOR OF FINANCE

Livingston County Road Commission

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

F.11.

MEMORANDUM

Date: March 2, 2023

To: Board of County Road Commissioners

From: Steve Wasylk, Managing Director

Subject: Project Agreement – Deerfield Township

Attached is a project agreement authorized by Deerfield Township for road improvements to the section of Faussett Road between Fisher Road and Latson Road. Staff recommends approval of the agreement and the associated resolution.

RESOLUTION OF THE

NUMBER:

2303-025

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

DATE:

March 2, 2023

Resolution Accepting a Project Agreement with Deerfield Township

WHEREAS, Deerfield Township wishes to provide improvements to the following road segment in accordance with a cost estimate prepared by Livingston County Road Commission staff:

- Faussett Road – between Fisher Road and Latson Road

and

WHEREAS, Deerfield Township has approved the associated project agreement, now therefore be it

RESOLVED, that the Board of County Road Commissioners of the County of Livingston approves said project agreement with Deerfield Township for road improvements as indicated in the agreement, and be it further

RESOLVED, that the Board authorizes the Managing Director and the Director of Finance to sign the agreement on their behalf.

MOVED:

SUPPORTED:

AYES:

NAYS:

I hereby certify this to be a true copy of a resolution made and adopted by the Board of County Road Commissioners of the County of Livingston.

Steven J. Wasylk, Managing Director

PROJECT AGREEMENT

JOB NUMBER: 489.04.5105 BW

This Agreement made and entered into this _____ day of _____, 2022 by and between the TOWNSHIP of DEERFIELD 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:


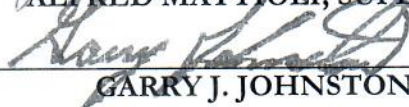
FAUSSETT ROAD,
FISHER ROAD TO LATSON ROAD
APPROXIMATELY 2.13 MILES
CRUSH AND SHAPE AND PLACE 4.0" HOT MIX ASPHALT IN 2 LIFTS,
ALTOGETHER WITH THE NECESSARY RELATED WORK

The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$850,000. The Township shall pay the Road Commission 50% of the cost of the project not to exceed \$425,000. 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 work will be completed within the current contract year, unless the parties otherwise so agree.
4. 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 DEERFIELD

BY: 
ALFRED MATTIOLI, SUPERVISOR

GARRY J. JOHNSTON, CLERK

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LIVINGSTON

BY: _____
STEVEN J. WASYLK, MANAGING DIRECTOR

SARAH NEWTON, DIRECTOR OF FINANCE

Livingston County Road Commission

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

F.12.

MEMO

Date: February 28, 2023

To: Board of County Road Commissioners

From: Michael Goryl, Traffic and Safety Engineer M. G.

Re: Agenda Item for March 2, 2023 Board Meeting
2023 Pavement Marking Program

Attached is a tabulation of bids for our 2023 Pavement Marking Program.

The lowest bid was M&M Pavement Marking, Inc. with a bid total of \$415,785.00 which is 7.20% below our Engineer's Estimate of \$448,075.

M&M Pavement Marking has been awarded the contract for our annual pavement marking program in many previous years, the last year being 2020. They have always done a good job for us and are well qualified.

I recommend that we accept the bid of M&M Pavement Marking, Inc. for the 2023 Pavement Marking Program based on low bid and experience. A resolution is attached for this purpose.

RESOLUTION OF THE

NUMBER:

2303-026

BOARD OF COUNTY ROAD
COMMISSIONERS OF THE
COUNTY OF LIVINGSTON

DATE:

March 2, 2023

Resolution Approving the 2023 Countywide Pavement Marking Project

- WHEREAS,** the Livingston County Road Commission advertised for bids for the 2023 Countywide Pavement Marking Project, and
- WHEREAS,** sealed proposals and bids were opened on February 28, 2023, for same Pavement Marking Project, and
- WHEREAS,** the Traffic and Safety Engineer has recommended that the Board of County Road Commissioners accept the low bid of M&M Pavement Marking, Inc. as the bid in the best interest of the Livingston County Road Commission, now therefore be it
- RESOLVED,** that the Board of County Road Commissioners of the County of Livingston approves the bid of M&M Pavement Marking, Inc. for the 2023 Countywide Pavement Marking Project, and be it further
- RESOLVED,** that the Managing Director is authorized to sign contract documents for the 2023 Countywide Pavement Marking Project on behalf of the Board.

MOVED:

SUPPORTED:

AYES:

NAYS:

I hereby certify this to be a true copy of a resolution made and adopted by the Board of County Road Commissioners of the County of Livingston.

Steven J. Wasylk, Managing Director

Bid Comparison

Contract ID: 467.2-24
Description:
Location: County Wide Pavement Marking
Projects(s): 467.2-24

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$448,075.00	7.76%	0.00%
1	(_05071) M & M Pavement Marking, Inc.	\$415,785.00	0.00%	-7.20%
2	(_01684) P.K. Contracting	\$444,250.00	6.84%	-0.85%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) M & M Pavement Marking, Inc.		(2) P.K. Contracting	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	8110024	500	Ft	\$3.250	\$1,625.00	\$4.000	\$2,000.00	\$3.250	\$1,625.00
	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk								
0002	8110045	600	Ft	\$12.000	\$7,200.00	\$11.000	\$6,600.00	\$13.500	\$8,100.00
	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar								
0003	8110063	12	Ea	\$135.000	\$1,620.00	\$150.000	\$1,800.00	\$160.000	\$1,920.00
	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym								
0004	8110065	1	Ea	\$260.000	\$260.00	\$300.000	\$300.00	\$300.000	\$300.00
	Pavt Mrkg, Ovly Cold Plastic, Merge								

Line	Pay Item Code	Quantity	Units	Description	(0) ENGINEER'S ESTIMATE		(1) M & M Pavement Marking, Inc.		(2) P.K. Contracting	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0005	8110068	4	Ea	Pavt Mrkg, Ovly Cold Plastic, Only	\$135.000	\$540.00	\$150.000	\$600.00	\$160.000	\$640.00
0006	8110071	4	Ea	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	\$135.000	\$540.00	\$150.000	\$600.00	\$160.000	\$640.00
0007	8110077	2	Ea	Pavt Mrkg, Ovly Cold Plastic, Thru and Rt Turn Arrow Sym	\$220.000	\$440.00	\$300.000	\$600.00	\$280.000	\$560.00
0008	8110231	3,600,000	Ft	Pavt Mrkg, Waterborne, 4 inch, White	\$0.062	\$223,200.00	\$0.057	\$205,200.00	\$0.058	\$208,800.00
0009	8110232	3,300,000	Ft	Pavt Mrkg, Waterborne, 4 inch, Yellow	\$0.062	\$204,600.00	\$0.058	\$191,400.00	\$0.065	\$214,500.00
0010	8117001	100	Ft	_ Pavt Mrkg, Waterborne, 24 inch, Stop Bar	\$2.000	\$200.00	\$2.000	\$200.00	\$2.500	\$250.00
0011	8117050	37	Ea	_ Pavt Mrk, Waterborne, Railroad Sym	\$150.000	\$5,550.00	\$125.000	\$4,625.00	\$130.000	\$4,810.00
0012	8117050	6	Ea	_ Pavt Mrkg, Waterborne, Lt Turn Arrow Sym	\$60.000	\$360.00	\$50.000	\$300.00	\$50.000	\$300.00
0013	8117050	4	Ea	_ Pavt Mrkg, Waterborne, Rt Turn Arrow Sym	\$60.000	\$240.00	\$50.000	\$200.00	\$50.000	\$200.00
0014	8117050	7	Ea	_ Pavt Mrkg, Waterborne, Stop Ahead	\$100.000	\$700.00	\$80.000	\$560.00	\$105.000	\$735.00
0015	8120210	1,000	Ft	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	\$1.000	\$1,000.00	\$0.800	\$800.00	\$0.870	\$870.00
Bid Totals:						\$448,075.00		\$415,785.00		\$444,250.00

6214

Minutes – February 9, 2023

THAT the meeting was called to order by Commissioner Crane at 9:30 a.m. in the Board Room of the Livingston County Road Commission, 3535 Grand Oaks Drive, Howell, Michigan. Notice of the meeting was posted in accordance with Act #267 of 1976.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Commissioners Present: Stephen F. Crane
Paul S. Funk

Commissioner(s) Absent: Kevin T. Spicher

Staff Present: Trevor Bennett, Director of Operations
Sarah Newton, Director of Finance
Jodie Tedesco, Director of Engineering
Steve Wasyk, Managing Director

Others Present: Mike Luce, Hartland Township

D. APPROVAL OF AGENDA

ACTION: It was moved by Commissioner Funk, seconded by Commissioner Crane, to approve the agenda as presented.

Ayes: Commissioners Crane, Funk
Nays: None
Motion: Carried

E. CALL TO THE PUBLIC (1)

No Response

F. ACTION ITEMS

1. Project Agreement – Conway Township
 - Fowlerville Road
(Resolution 2302-012)

Jodie Tedesco presented the Board with a resolution to approve a project agreement with Conway Township for improvements to the section of Fowlerville Road between Sherwood Road and Hayner Road. Ms. Tedesco explained that the project included milling the existing pavement and placing two lifts of new asphalt. Ms. Tedesco stated that Conway Township and the Road Commission would be splitting the cost of the project evenly.

ACTION: It was moved by Commissioner Funk, seconded by Commissioner Crane, to approve Resolution 2302-012.

Ayes: Commissioners Crane, Funk
 Nays: None
 Motion: Carried

2. Act 51 Mileage Certification
 - Fiscal Year 2022
 (Resolution 2302-013)

Steve Wasylk presented the Board with a resolution to approve the Act 51 mileage certification for 2022. Mr. Wasylk explained that the annual certification was a requirement for revenue distribution defined by Act 51. Mr. Wasylk noted that 0.11 mile was subtracted from the primary road system and 0.07 mile was subtracted from the urban primary road system. Mr. Wasylk commented that these adjustments were due to the discovery of past mapping errors.

ACTION: It was moved by Commissioner Funk, seconded by Commissioner Crane, to approve Resolution 2302-013.

Ayes: Commissioners Crane, Funk
 Nays: None
 Motion: Carried

G. INFORMATION AND REPORTS

1. Salt Usage

Trevor Bennett presented the Board with a report on the salt usage for the current winter season. Mr. Bennett commented that this season's salt usage was trending slightly below the Road Commission's historical average.

H. CALL TO THE PUBLIC (2)

No Response

I. LEGAL

1. Consent Judgement
 - Case No. 22-31670-CC
 (Resolution 2302-014)

Steve Wasylk presented the Board with a resolution to approve the proposed Consent Judgement for Case No. 22-31670-CC in the 44th Circuit Court for the County of Livingston. Mr. Wasylk stated that in this case, Consumers Energy Company filed a Complaint for Condemnation to acquire an easement for a pipeline on private property located in Unadilla Township. Mr. Wasylk explained that although the subject easement did not affect the road right-of-way, the Road Commission was named as a Defendant due to rights associated with the road easement. Mr. Wasylk added that staff and Paul Burns, legal Counsel for the Road Commission, had reviewed the Consent Judgement and had no objections.

ACTION: It was moved by Commissioner Funk, seconded by Commissioner Crane, to approve Resolution 2302-014.

Ayes: Commissioners Crane, Funk
Nays: None
Motion: Carried

J. ADMINISTRATIVE BUSINESS

1. Minutes

a. Regular Board Meeting – January 26, 2023

ACTION: It was moved by Commissioner Funk, seconded by Commissioner Crane, to approve the Regular Board Meeting Minutes as presented.

Ayes: Commissioners Crane, Funk
Nays: None
Motion: Carried

2. Bills

ACTION: It was moved by Commissioner Funk, seconded by Commissioner Crane, to approve Voucher No. BV-4050 in the net amount of \$724,750.99.

Ayes: Commissioners Crane, Funk
Nays: None
Motion: Carried

3. Meetings Announced

a. Next Regular Board Meeting – March 2, 2023

4. Financial Reports Reviewed

a. Cash Position Statement

b. MTF Reports

5. Miscellaneous Road Items

Jodie Tedesco stated that the beams for the Peavy Road bridge project should be ready for installation the week of February 27th. Ms. Tedesco added that the project should be on schedule for a spring completion.

K. ADJOURNMENT

There being no further business to come before the Board, Commissioner Crane declared the meeting adjourned at 9:45 a.m.

Signed _____
Stephen F. Crane, Chairman

Signed _____
Steven J. Wasylik, Managing Director

Date 03/01/2023
Time 11:55:11

Livingston County Road Commission
AP - Payment Selection Distribution Detail

----- Vendor -----		----- Invoice -----		Gross	Discount	Net	Pay	Discount	
Number	Name	Number	Date Due Date	Amount	Amount	Amount	Amount	Lost	Comments
A&LSYS	A & L SYSTEMS	SI23-177326	02/14/2023 03/14/2023	173.64		173.64	173.64		BATTERY DISCONNECT
	201 000 000 000 000000 110 000 000000		173.64 / / / PARTS /						
		SI23-177389	02/22/2023 03/22/2023	314.85		314.85	314.85		LED LIGHTS
	201 000 000 000 000000 110 000 000000		314.85 / / / PARTS /						
				488.49		488.49	488.49		
ACESAG	ACE-SAGINAW PAVING COMPANY	2773380	02/22/2023 03/22/2023	6,570.44		6,570.44	6,570.44		COLD PATCH
	201 000 000 000 000000 109 000 000000		6,570.44 / / / ROAD MATERIAL /						
ADVAUT	ADVANCED AUTO PARTS	8082305851309	02/27/2023 03/27/2023	19.24		19.24	19.24		FILTERS
	201 000 000 000 000000 110 000 000000		19.24 / / / PARTS /						
AERIND	AERO INDUSTRIES, INC.	870642	02/24/2023 03/24/2023	397.49		397.49	397.49		TARP SWING ARM
	201 000 000 000 000000 110 000 000000		397.49 / / / PARTS /						
AISCON	AI CONSTRUCTION EQ., INC	D16424	02/14/2023 03/14/2023	1,201.42		1,201.42	1,201.42		FILTERS
	201 000 000 000 000000 110 000 000000		1,201.42 / / / PARTS /						
		D17078	02/21/2023 03/21/2023	481.89		481.89	481.89		FILTER
	201 000 000 000 000000 108 000 000000		481.89 / / / NON-INVENTORY /						
				1,683.31		1,683.31	1,683.31		
ALLPRO	ALL PRO POWER WASHING LLC	2031	01/25/2023 02/25/2023	242.69		242.69	242.69		POWER WASHER PARTS
	201 000 511 000 000000 935 003 000000		242.69 INDIRECT / / / SHOP EQUIPMENT (TOOLS) /						
ALMBOL	ALMA BOLT COMPANY	A497154	02/09/2023 03/09/2023	5.00		5.00	5.00		SIGNS
	201 000 514 000 000000 768 000 000000		5.00 DISTRIBUTIVE EXPENSE - OTHER / / / SIGNS /						
		A497155	02/09/2023 03/09/2023	136.93		136.93	136.93		PINS / BOLTS
	201 000 511 000 000000 737 000 000000		136.93 INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
		A498082	02/16/2023 03/16/2023	160.87		160.87	160.87		BOLTS / NUTS / WASHERS
	201 000 511 000 000000 737 000 000000		160.87 INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
		A498847	02/23/2023 03/23/2023	115.44		115.44	115.44		BOTS / NUTS / WASHERS
	201 000 000 000 000000 108 000 000000		115.44 / / / NON-INVENTORY /						
		A498848	02/23/2023 03/23/2023	105.00		105.00	105.00		STRAPS
	201 000 511 000 000000 737 000 000000		105.00 INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						

Date 03/01/2023
Time 11:55:11

Livingston County Road Commission
AP - Payment Selection Distribution Detail

----- Vendor -----		----- Invoice -----		Gross	Discount	Net	Pay	Discount		
Number	Name	Number	Date	Due Date	Amount	Amount	Amount	Amount	Lost	Comments
		A499380	02/28/2023	03/28/2023	11.89		11.89	11.89		STOCK ROOM SUPPLIES
201 000 511 000 000000	737 000 000000		11.89	INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
					535.13		535.13	535.13		
AMEPRO AMERICAN PRODUCERS		S3122541.001	02/13/2023	03/13/2023	272.90		272.90	272.90		TOOLS / RAIN COATS
201 000 511 000 000000	737 001 000000		73.90	INDIRECT / / / UNIFORMS / EMPLOYEE EQUIPMENT /						
201 000 511 000 000000	935 003 000000		199.00	INDIRECT / / / SHOP EQUIPMENT (TOOLS) /						
KNABAR BARBARA KNAPP		MAR2023	03/02/2023	04/02/2023	147.99		147.99	147.99		HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000	716 020 000000		147.99	DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /						
BARPLA BARCLAY PLANNING GROUP LLC		176575	01/31/2023	02/28/2023	1,500.00		1,500.00	1,500.00		475 RESTATEMENT
201 000 513 000 000000	718 000 000000		1,500.00	DISTRIBUTIVE EXPENSE - FRINGE / / / RETIREMENT (EMPR PORITION) /						
BMHLLC BMH LLC		7527	02/17/2023	03/17/2023	196.75		196.75	196.75		SPN MOTOR
201 000 000 000 000000	110 000 000000		196.75	/ / / PARTS /						
C&MWIRC& M WIRE ROPE & SUPPLY CO.		129035	02/16/2023	03/16/2023	964.24		964.24	964.24		BINDERS / HOOKS
201 000 511 000 000000	737 000 000000		964.24	INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
CE&APR C. E. & A. PROF. SERV. CO.,INC		019294	02/09/2023	03/09/2023	56.00		56.00	56.00		DRUG SCREEN
201 000 513 000 000000	721 000 000000		56.00	DISTRIBUTIVE EXPENSE - FRINGE / / / DRUG TESTING /						
OKEMOS CD OKEMOS 10 LLC		JAN2023	01/31/2023	02/28/2023	9,097.65		9,097.65	9,097.65		FUEL
201 000 512 000 901052	743 000 000000		2,177.70	OPERATING / / 901052 2019 PETERBILT MODEL 367 TAN SPRDR DUMP / DIESEL FUEL # 2 /						
201 000 512 000 902068	743 000 000000		2,549.53	OPERATING / / 902068 2018 JOHN DEERE 772G MOTOR GRADER / DIESEL FUEL # 2 /						
201 000 512 000 902070	743 000 000000		188.07	OPERATING / / 902070 2019 JOHN DEERE 772G MOTOR GRADER / DIESEL FUEL # 2 /						
201 000 512 000 902071	743 000 000000		4,076.48	OPERATING / / 902071 2019 JOHN DEERE 772G MOTOR GRADER / DIESEL FUEL # 2 /						
201 000 512 000 904212	743 000 000000		105.87	OPERATING / / 3 TON FALCON ASPHALT PATCH TRAILER / DIESEL FUEL # 2 /						
CDWGOVCDW GOVERNMENT, INC		HB96943	02/28/2023	03/28/2023	33.06		33.06	33.06		USB HUB
201 000 515 000 000000	807 000 000000		33.06	ADIMINISTRATIVE EXPENSE / / / DATA PROCESSING/COMP SUPPLIES /						
CHRTRE CHRIS` TREE SERVICE, LLC		022123	02/21/2023	03/21/2023	1,500.00		1,500.00	1,500.00		TREES

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Livingston County Road Commission
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----- Vendor -----		----- Invoice -----		Gross	Discount	Net	Pay	Discount	
Number	Name	Number	Date Due Date	Amount	Amount	Amount	Amount	Lost	Comments
201 000 467 102 000016 811 000 000000				1,500.00					
		022123-2	02/21/2023 03/21/2023	1,500.00		1,500.00	1,500.00		TREES
201 000 467 102 000016 811 000 000000				1,500.00					
		022723	02/27/2023 03/27/2023	3,000.00		3,000.00	3,000.00		TREE REMOVAL
201 000 467 102 000016 811 000 000000				3,000.00					
				6,000.00		6,000.00	6,000.00		
CINFAS CINTAS FIRST AID & SAFETY		4146473088	02/14/2023 03/14/2023	153.92		153.92	153.92		UNIFORMS
201 000 511 000 000000 737 001 000000				153.92					INDIRECT / / / UNIFORMS / EMPLOYEE EQUIPMENT /
		4147239111	02/21/2023 03/21/2023	153.92		153.92	153.92		UNIFORMS
201 000 511 000 000000 737 001 000000				153.92					INDIRECT / / / UNIFORMS / EMPLOYEE EQUIPMENT /
		414795879	02/28/2023 03/28/2023	153.92		153.92	153.92		UNIFORMS
201 000 511 000 000000 737 001 000000				153.92					INDIRECT / / / UNIFORMS / EMPLOYEE EQUIPMENT /
		5146433381	02/21/2023 03/21/2023	66.40		66.40	66.40		FIRST AID STATION SUPPLIES
201 000 511 000 000000 734 000 000000				66.40					INDIRECT / / / SAFETY SUPPLIES /
		9210337607	02/01/2023 03/01/2023	198.00		198.00	198.00		AED AGREEMENT
201 000 511 000 000000 734 000 000000				198.00					INDIRECT / / / SAFETY SUPPLIES /
				726.16		726.16	726.16		
COMCARCOMERICA COMMERCIAL CARD SRVC FEB2023			02/27/2023 03/27/2023	3,831.75		3,831.75	3,831.75		TRAINING / POSTAGE/ JANITOR SUPPLIES / STOCK ROOM SUPPLIES / SUBSCRIPTION / INTE
201 000 511 000 000000 731 000 000000				621.95					INDIRECT / / / JANITOR SUPPLIES /
201 000 511 000 000000 737 000 000000				252.58					INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /
201 000 511 000 000000 931 000 000000				1,483.98					INDIRECT / / / BUILDING REPAIR/MAINTENANCE /
201 000 514 000 000000 823 000 000000				154.64					DISTRIBUTIVE EXPENSE - OTHER / / / MISC TO ROADS - A/P /
201 000 514 000 000000 842 000 000000				694.05					DISTRIBUTIVE EXPENSE - OTHER / / / TRAINING COSTS /
201 000 514 000 000000 935 000 000000				33.88					DISTRIBUTIVE EXPENSE - OTHER / / / ENGINEERING EQUIPMENT/REPAIR /
201 000 515 000 000000 727 000 000000				14.32					ADIMINISTRATIVE EXPENSE / / / POSTAGE /
201 000 515 000 000000 730 000 000000				9.99					ADIMINISTRATIVE EXPENSE / / / DUES & SUBSCRIPTIONS /
201 000 515 000 000000 807 000 000000				395.23					ADIMINISTRATIVE EXPENSE / / / DATA PROCESSING/COMP SUPPLIES /
201 000 515 000 000000 851 000 000000				246.13					ADIMINISTRATIVE EXPENSE / / / TELEPHONE /

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Livingston County Road Commission
AP - Payment Selection Distribution Detail

----- Vendor -----		----- Invoice -----		Gross	Discount	Net	Pay	Discount	
Number	Name	Number	Date Due Date	Amount	Amount	Amount	Amount	Lost	Comments
201 000 515 000 000000 874 000 000000		75.00	ADIMINISTRATIVE EXPENSE / / / ADVERTISING /						
201 000 515 000 000000 938 000 000000		-150.00	ADIMINISTRATIVE EXPENSE / / / MISCELLANEOUS /						
	FEB2023-2	02/27/2023	03/27/2023	-1.62		-1.62	-1.62		TAX REFUND
201 000 511 000 000000 731 000 000000		-1.62	INDIRECT / / / JANITOR SUPPLIES /						
				3,830.13		3,830.13	3,830.13		
COMBAT COMPLETE BATTERY SOURCE	412548BRI	03/01/2023	04/01/2023	59.40		59.40	59.40		SIGNS
201 000 514 000 000000 768 000 000000		59.40	DISTRIBUTIVE EXPENSE - OTHER / / / SIGNS /						
CONPO4 CONSUMERS ENERGY	1000 0025 1635	02/23/2023	03/23/2023	11,475.86		11,475.86	11,475.86		UTILITIES
201 000 511 000 000000 922 000 000000		10,328.27	INDIRECT / / / HEAT /						
201 000 515 000 000000 922 000 000000		1,147.59	ADIMINISTRATIVE EXPENSE / / / HEAT /						
	1000 2118 1449	02/22/2023	03/22/2023	508.65		508.65	508.65		UTILITIES
201 000 511 000 000000 922 000 000000		508.65	INDIRECT / / / HEAT /						
				11,984.51		11,984.51	11,984.51		
COROIL CORRIGAN OIL COMPANY #1	7734539-IN	02/13/2023	03/13/2023	36,268.59		36,268.59	36,268.59		FUEL
201 000 000 000 000000 110 002 000000		36,268.59	/ / / DIESEL FUEL #2 /						
CORREC CORRIGAN RECORD STORAGE LLC	1197294	02/01/2023	03/01/2023	56.08		56.08	56.08		DOCUMENT SHREDDING
201 000 515 000 000000 728 000 000000		56.08	ADIMINISTRATIVE EXPENSE / / / OFFICE SUPPLIES /						
CORTOW CORRIGAN TOWING	240214-1	02/22/2023	03/22/2023	750.00		750.00	750.00		TOWING
201 000 000 000 000000 108 000 000000		750.00	/ / / NON-INVENTORY /						
COURO2 COUNTY ROAD ASSOCIATION	22230417	02/15/2023	03/15/2023	512.00		512.00	512.00		APWA MEMBERSHIP
201 000 515 000 000000 730 000 000000		512.00	ADIMINISTRATIVE EXPENSE / / / DUES & SUBSCRIPTIONS /						
CULEXC CULVER EXCAVATING, INC.	5687	02/09/2023	03/09/2023	20,496.00		20,496.00	20,496.00		GRAVEL
201 000 467 101 000001 761 000 000000		2,928.00	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / GRAVEL PATCHING / GRAVEL /						
201 000 467 102 000010 761 000 000000		732.00	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / SHOULDERS / GRAVEL /						
201 000 497 002 000001 761 000 000000		3,294.00	LOCAL ROAD MAINTENANCE / COHOCTAH TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 497 003 000001 761 000 000000		3,660.00	LOCAL ROAD MAINTENANCE / CONWAY TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 497 008 000001 761 000 000000		1,464.00	LOCAL ROAD MAINTENANCE / HANDY TOWNSHIP / GRAVEL PATCHING / GRAVEL /						

Date 03/01/2023
Time 11:55:11

Livingston County Road Commission
AP - Payment Selection Distribution Detail

Vendor	Invoice	Gross	Discount	Net	Pay	Discount		
Number Name	Number Date Due Date	Amount	Amount	Amount	Amount	Lost	Comments	
201 000 497 010 000001 761 000 000000	1,830.00 LOCAL ROAD MAINTENANCE / HOWELL TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
201 000 497 011 000001 761 000 000000	1,830.00 LOCAL ROAD MAINTENANCE / ISOCO TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
201 000 497 012 000001 761 000 000000	732.00 LOCAL ROAD MAINTENANCE / MARION TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
201 000 497 014 000001 761 000 000000	1,098.00 LOCAL ROAD MAINTENANCE / PUTNAM TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
201 000 497 016 000001 761 000 000000	2,928.00 LOCAL ROAD MAINTENANCE / UNADILLA TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
D&KTRU D & K TRUCK COMPANY	1130739	02/10/2023	03/10/2023	9.10		9.10	9.10	SWITCH
201 000 000 000 000000 108 000 000000	9.10 / / NON-INVENTORY /							
	1132003	02/16/2023	03/16/2023	480.18		480.18	480.18	TANK / BRACKET
201 000 000 000 000000 108 000 000000	480.18 / / NON-INVENTORY /							
	1133313	02/23/2023	03/23/2023	165.59		165.59	165.59	BRACKET / GUIDE
201 000 000 000 000000 108 000 000000	165.59 / / NON-INVENTORY /							
	1134057	02/27/2023	03/27/2023	130.85		130.85	130.85	WEDGE / GUIDE
201 000 000 000 000000 108 000 000000	130.85 / / NON-INVENTORY /							
	2800	02/07/2023	03/07/2023	144,947.00		144,947.00	144,947.00	TRUCK
201 000 900 000 901059 976 000 000000	144,947.00 CAPITAL OUTLAY - ROAD EQUIP. / / NORTHSTAR Tandem Truck / CAPITAL OUTLAY - ROAD EQUIP /							
				145,732.72		145,732.72	145,732.72	
MACDEN DENISE MACK	MAR2023	03/02/2023	04/02/2023	270.52		270.52	270.52	HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000 716 020 000000	270.52 DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /							
DETSAL DETROIT SALT COMPANY	SI23-19722	02/21/2023	03/21/2023	6,345.18		6,345.18	6,345.18	SALT - SCHOOLS
201 000 505 000 061001 764 000 000000	6,345.18 SUNDRIES / / HOWELL SCHOOLS - SALT / SALT /							
	SI23-19759	02/22/2023	03/22/2023	27,504.28		27,504.28	27,504.28	SALT
201 000 000 000 000000 109 001 000000	27,504.28 / / / RSALT /							
	SI23-19828	02/24/2023	03/24/2023	3,192.97		3,192.97	3,192.97	SALT
201 000 000 000 000000 109 001 000000	3,192.97 / / / RSALT /							
	SI23-19881	02/27/2023	03/27/2023	13,347.93		13,347.93	13,347.93	SALT
201 000 000 000 000000 109 001 000000	13,347.93 / / / RSALT /							
	SI23-19882	02/27/2023	03/27/2023	6,187.63		6,187.63	6,187.63	SALT
201 000 505 000 061001 764 000 000000	6,187.63 SUNDRIES / / HOWELL SCHOOLS - SALT / SALT /							
	SI23-19941	02/28/2023	03/28/2023	6,323.28		6,323.28	6,323.28	SALT
201 000 000 000 000000 109 001 000000	6,323.28 / / / RSALT /							

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Time 11:55:11

Livingston County Road Commission
AP - Payment Selection Distribution Detail

----- Vendor -----		----- Invoice -----		Gross	Discount	Net	Pay	Discount		
Number	Name	Number	Date	Due Date	Amount	Amount	Amount	Amount	Lost	Comments
					62,901.27		62,901.27	62,901.27		
DEVTEC	DEVEN'S TECH SUPPLY, INC.	10296	02/24/2023	03/24/2023	231.84		231.84	231.84		TIRE SUPPLIES
	201 000 511 000 000000 747 000 000000		231.84	INDIRECT / / / TIRES AND TUBES /						
DK SEC	DK SECURITY	165324	01/31/2023	02/28/2023	49.50		49.50	49.50		BACKGROUND CHECK
	201 000 515 000 000000 938 000 000000		49.50	ADIMINISTRATIVE EXPENSE / / / MISCELLANEOUS /						
DEDED1	DTE ENERGY	9100 098 7793 7	02/10/2023	03/10/2023	88.71		88.71	88.71		UTILITIES
	201 000 511 000 000000 921 000 000000		88.71	INDIRECT / / / ELECTRICITY /						
		9200 458 7883 1	02/13/2023	03/13/2023	62.75		62.75	62.75		UTILITIES
	201 000 467 102 000023 921 000 000000		62.75	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / TRAFFIC SIGNAL / ELECTRICITY /						
					151.46		151.46	151.46		
ELETER	ELECTRICAL TERMINAL	1079981-00	02/23/2023	03/23/2023	842.25		842.25	842.25		ELECTRICAL SUPPLIES
	201 000 511 000 000000 737 000 000000		842.25	INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
ESTSER	ESTATE SERVICES, INC.	2426	02/24/2023	03/24/2023	400.00		400.00	400.00		SALTING
	201 000 511 000 000000 932 000 000000		400.00	INDIRECT / / / YARD & GROUND /						
FIRIMP	FIRST IMPRESSION PRINTING	81805	02/17/2023	03/17/2023	209.82		209.82	209.82		SIGN FORMS
	201 000 515 000 000000 728 000 000000		209.82	ADIMINISTRATIVE EXPENSE / / / OFFICE SUPPLIES /						
FORAME	FORCE AMERICA DISTRIBUTING LLC	001-1706309	02/10/2023	03/10/2023	1,914.12		1,914.12	1,914.12		KIT
	201 000 000 000 000000 110 000 000000		1,914.12	/ / / PARTS /						
FREMAR	FREDERICK MARR	MAR2023	03/02/2023	04/02/2023	300.00		300.00	300.00		HEALTH INSURANCE REIMBURSEMENT
	201 000 513 000 000000 716 020 000000		300.00	DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /						
FYKWAS	FYKE WASHED SAND &	69776	02/15/2023	03/15/2023	436.80		436.80	436.80		GRAVEL
	201 000 497 007 000001 761 000 000000		436.80	LOCAL ROAD MAINTENANCE / HAMBURG TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
VENDOR	GARRETT OLSON	REIMB.	02/21/2023	03/21/2023	100.00		100.00	100.00		REIMBURSEMENT
	201 000 514 000 000000 851 000 000000		100.00	DISTRIBUTIVE EXPENSE - OTHER / / / TELEPHONE /						

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GBMREC GBM RECYCLED CONCRETE,CO.		R23-046	02/14/2023 03/14/2023	1,980.35		1,980.35	1,980.35		GRAVEL
201 000 497 006 000001 761 000 000000			1,550.37 LOCAL ROAD MAINTENANCE / GREEN OAK TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 497 007 000001 761 000 000000			429.98 LOCAL ROAD MAINTENANCE / HAMBURG TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		R23-057	02/20/2023 03/20/2023	1,979.80		1,979.80	1,979.80		GRAVEL
201 000 497 001 000001 761 000 000000			383.29 LOCAL ROAD MAINTENANCE / BRIGHTON TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 497 005 000001 761 000 000000			386.30 LOCAL ROAD MAINTENANCE / GENOA TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 497 007 000001 761 000 000000			1,210.21 LOCAL ROAD MAINTENANCE / HAMBURG TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		R23-067	02/27/2023 03/27/2023	378.65		378.65	378.65		GRAVEL
201 000 497 006 000001 761 000 000000			378.65 LOCAL ROAD MAINTENANCE / GREEN OAK TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
				4,338.80		4,338.80	4,338.80		
GBMSAN GBM SAND & GRAVEL, INC		T230134	02/09/2023 03/09/2023	3,346.20		3,346.20	3,346.20		GRAVEL
201 000 497 004 000001 761 000 000000			772.20 LOCAL ROAD MAINTENANCE / DEERFIELD TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 497 013 000001 761 000 000000			1,287.00 LOCAL ROAD MAINTENANCE / OCEOLA TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 497 015 000001 761 000 000000			1,287.00 LOCAL ROAD MAINTENANCE / TYRONE TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		T230155	02/11/2023 03/11/2023	231.00		231.00	231.00		GRAVEL
201 000 467 101 000001 761 000 000000			231.00 PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / GRAVEL PATCHING / GRAVEL /						
		T230167	02/18/2023 03/18/2023	4,832.60		4,832.60	4,832.60		GRAVEL
201 000 467 101 000001 761 000 000000			1,155.00 PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / GRAVEL PATCHING / GRAVEL /						
201 000 497 004 000001 761 000 000000			1,820.40 LOCAL ROAD MAINTENANCE / DEERFIELD TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 497 009 000001 761 000 000000			257.40 LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 497 013 000001 761 000 000000			701.40 LOCAL ROAD MAINTENANCE / OCEOLA TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 497 015 000001 761 000 000000			898.40 LOCAL ROAD MAINTENANCE / TYRONE TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
				8,409.80		8,409.80	8,409.80		
GEOMES GEORGE MESSNER		MAR2023	03/02/2023 04/02/2023	226.53		226.53	226.53		HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000 716 020 000000			226.53 DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /						
GFLNV GFL ENVIRONMENTAL		0059649656	02/13/2023 03/13/2023	406.65		406.65	406.65		TRASH SERVICE
201 000 469 005 000000 932 000 000000			114.83 ROADSIDE PARK MAINTENANCE / GENOA TOWNSHIP / / YARD & GROUND /						
201 000 511 000 000000 932 000 000000			291.82 INDIRECT / / / YARD & GROUND /						

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Number	Name	Number	Date Due Date	Amount	Amount	Amount	Amount	Lost	Comments
GIEGLE	GIEGLER'S FEED-SEED	200509	02/08/2023 03/08/2023	420.00		420.00	420.00		GRAVEL
201 000 497 009 000001 761 000 000000			420.00 LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		200514	02/08/2023 03/08/2023	390.00		390.00	390.00		GRAVEL
201 000 497 005 000001 761 000 000000			390.00 LOCAL ROAD MAINTENANCE / GENOA TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		200518	02/08/2023 03/08/2023	390.00		390.00	390.00		GRAVEL
201 000 497 001 000001 761 000 000000			390.00 LOCAL ROAD MAINTENANCE / BRIGHTON TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		200543	02/09/2023 03/09/2023	441.00		441.00	441.00		GRAVEL
201 000 497 006 000001 761 000 000000			441.00 LOCAL ROAD MAINTENANCE / GREEN OAK TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		200547	02/09/2023 03/09/2023	441.00		441.00	441.00		GRAVEL
201 000 497 009 000001 761 000 000000			441.00 LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		200552	02/09/2023 03/09/2023	441.00		441.00	441.00		GRAVEL
201 000 497 009 000001 761 000 000000			441.00 LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		2005622	02/10/2023 03/10/2023	420.00		420.00	420.00		GRAVEL
201 000 497 009 000001 761 000 000000			420.00 LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		200565	02/10/2023 03/10/2023	420.00		420.00	420.00		GRAVEL
201 000 497 009 000001 761 000 000000			420.00 LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		200569	02/10/2023 03/10/2023	420.00		420.00	420.00		GRAVEL
201 000 497 009 000001 761 000 000000			420.00 LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		200571	02/10/2023 03/10/2023	422.75		422.75	422.75		GRAVEL
201 000 497 009 000001 761 000 000000			422.75 LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		200573	02/10/2023 03/10/2023	420.00		420.00	420.00		GRAVEL
201 000 497 009 000001 761 000 000000			420.00 LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		200575	02/10/2023 03/10/2023	420.00		420.00	420.00		GRAVEL
201 000 497 009 000001 761 000 000000			420.00 LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		200587	02/10/2023 03/10/2023	420.00		420.00	420.00		GRAVEL
201 000 497 009 000001 761 000 000000			420.00 LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		200671	02/13/2023 03/13/2023	420.00		420.00	420.00		GRAVEL
201 000 497 009 000001 761 000 000000			420.00 LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		200723	02/14/2023 03/14/2023	420.00		420.00	420.00		GRAVEL
201 000 497 009 000001 761 000 000000			420.00 LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		201139	02/27/2023 03/27/2023	420.00		420.00	420.00		GRAVEL
201 000 497 009 000001 761 000 000000			420.00 LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		201164	02/28/2023 03/28/2023	441.00		441.00	441.00		GRAVEL

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201 000 497 009 000001 761 000 000000		441.00	LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		201169	02/28/2023 03/28/2023	441.00		441.00	441.00		GRAVEL
201 000 497 009 000001 761 000 000000		441.00	LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		201173	02/28/2023 03/28/2023	441.00		441.00	441.00		GRAVEL
201 000 497 009 000001 761 000 000000		441.00	LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		201179	02/28/2023 03/28/2023	441.00		441.00	441.00		GRAVEL
201 000 497 009 000001 761 000 000000		441.00	LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		201185	02/28/2023 03/28/2023	441.00		441.00	441.00		GRAVEL
201 000 497 009 000001 761 000 000000		441.00	LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		201189	02/28/2023 03/28/2023	441.00		441.00	441.00		GRAVEL
201 000 497 009 000001 761 000 000000		441.00	LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
				9,371.75		9,371.75	9,371.75		
GRAING GRAINGER		9611325946	02/16/2023 03/16/2023	44.64		44.64	44.64		HINGE
201 000 511 000 000000 931 000 000000		44.64	INDIRECT / / / BUILDING REPAIR/MAINTENANCE /						
HOMDEP HOME DEPOT CREDIT SERVICES		00444	02/24/2023 03/24/2023	46.62		46.62	46.62		LOCK BOX
201 000 511 000 000000 737 000 000000		46.62	INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
HUTSON HUTSON, INC		9822758	02/10/2023 03/10/2023	48.00		48.00	48.00		FUEL ADD.
201 000 000 000 000000 108 000 000000		48.00	/ / / NON-INVENTORY /						
JACMAR JACK MARSHALL		MAR2023	03/02/2023 04/02/2023	184.45		184.45	184.45		HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000 716 020 000000		184.45	DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /						
JACTRU JACKSON TRUCK SERVICE,INC		PS2002137164	02/07/2023 03/07/2023	279.05		279.05	279.05		QUICK RELEASE VALVE / AIR FILTER
201 000 000 000 000000 108 000 000000		112.41	/ / / NON-INVENTORY /						
201 000 000 000 000000 110 000 000000		166.64	/ / / PARTS /						
		PS2002137198:01	02/09/2023 03/09/2023	-41.66		-41.66	-41.66		FILTER RETURN
201 000 000 000 000000 110 000 000000		-41.66	/ / / PARTS /						
201 000 510 000 901034 741 000 000000			DIRECT EXPENSES / / 901034 2007 PETERBILT TAN DUMP / PARTS /						
		PS2002137338:01	02/22/2023 03/22/2023	60.50		60.50	60.50		PROTECTION VALVE
201 000 000 000 000000 108 000 000000		60.50	/ / / NON-INVENTORY /						

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Number	Name	Number	Date Due Date	Amount	Amount	Amount	Amount	Lost	Comments
		PS2002137401:01	02/28/2023 03/28/2023	347.98		347.98	347.98		AIR CYL
201 000 000 000 000000	110 000 000000		347.98 / / PARTS /						
				645.87		645.87	645.87		
HEIJE	JEANNIE L. HEIER	MAR2023	03/02/2023 04/02/2023	186.60		186.60	186.60		HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000	716 020 000000		186.60 DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /						
HOSJER	JERRY HOSKINS	MAR2023	03/02/2023 04/02/2023	315.10		315.10	315.10		HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000	716 020 000000		315.10 DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /						
JOHPLU	JOHNSON PLUMBING AND	410	07/14/2022 08/14/2022	1,400.00		1,400.00	1,400.00		WASH BAY CLEAN OUT
201 000 511 000 000000	931 001 000000		1,400.00 INDIRECT / / / BUILDING REPAIR - SHOP /						
		425	08/31/2022 09/30/2022	2,800.00		2,800.00	2,800.00		CULVERT JETTING
201 000 467 102 000013	767 000 000000		2,800.00 PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / DRAINAGE / CULVERT /						
		445	11/14/2022 12/14/2022	1,750.00		1,750.00	1,750.00		CULVERT JETTING
201 000 467 101 000013	767 000 000000		1,750.00 PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / DRAINAGE / CULVERT /						
				5,950.00		5,950.00	5,950.00		
JRSSAN	JR'S SAND & GRAVEL, INC.	3736	02/09/2023 03/09/2023	1,170.00		1,170.00	1,170.00		GRAVEL
201 000 497 014 000001	761 000 000000		390.00 LOCAL ROAD MAINTENANCE / PUTNAM TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 497 016 000001	761 000 000000		780.00 LOCAL ROAD MAINTENANCE / UNADILLA TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		3737	02/16/2023 03/16/2023	1,760.00		1,760.00	1,760.00		GRAVEL
201 000 497 003 000001	761 000 000000		440.00 LOCAL ROAD MAINTENANCE / CONWAY TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 497 011 000001	761 000 000000		440.00 LOCAL ROAD MAINTENANCE / ISOCO TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 497 012 000001	761 000 000000		440.00 LOCAL ROAD MAINTENANCE / MARION TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 497 016 000001	761 000 000000		440.00 LOCAL ROAD MAINTENANCE / UNADILLA TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
				2,930.00		2,930.00	2,930.00		
KORIND	KORD INDUSTRIAL, INC	1036459	02/16/2023 03/16/2023	2,865.98		2,865.98	2,865.98		HYD HOSE
201 000 000 000 000000	110 000 000000		2,865.98 / / PARTS /						
		1064087	02/17/2023 03/17/2023	139.00		139.00	139.00		HOSE ENDS
201 000 000 000 000000	110 000 000000		139.00 / / PARTS /						
				3,004.98		3,004.98	3,004.98		

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BREBUR	LAW OFFICE OF PAUL E. BURNS	JAN2022	02/14/2023 03/14/2023	8,288.00		8,288.00	8,288.00		LEGAL FEES / RETAINER
201 000 497 001 000903 803 000 000000			375.00 LOCAL ROAD MAINTENANCE / BRIGHTON TOWNSHIP / Legal / LEGAL SERVICES /						
201 000 497 007 000903 803 000 000000			575.00 LOCAL ROAD MAINTENANCE / HAMBURG TOWNSHIP / Legal / LEGAL SERVICES /						
201 000 497 016 000903 803 000 000000			1,125.00 LOCAL ROAD MAINTENANCE / UNADILLA TOWNSHIP / Legal / LEGAL SERVICES /						
201 000 514 000 000000 803 000 000000			2,350.00 DISTRIBUTIVE EXPENSE - OTHER / / / LEGAL SERVICES /						
201 000 515 000 000000 803 000 000000			3,863.00 ADIMINISTRATIVE EXPENSE / / / LEGAL SERVICES /						
LIBIND	LIBRA INDUSTRIES, INC.	2023-1773	02/10/2023 03/10/2023	494.95		494.95	494.95		GLOVES
201 000 511 000 000000 737 001 000000			494.95 INDIRECT / / / UNIFORMS / EMPLOYEE EQUIPMENT /						
		2023-1996	02/16/2023 03/16/2023	198.21		198.21	198.21		VESTS / GLOVES
201 000 511 000 000000 737 001 000000			198.21 INDIRECT / / / UNIFORMS / EMPLOYEE EQUIPMENT /						
		2023-2307	02/24/2023 03/24/2023	198.50		198.50	198.50		GLOVES
201 000 511 000 000000 737 001 000000			198.50 INDIRECT / / / UNIFORMS / EMPLOYEE EQUIPMENT /						
				891.66		891.66	891.66		
LOWES0	LOWE'S	47052269	02/10/2023 03/10/2023	238.44		238.44	238.44		TRASH CAN / TOOLS
201 000 511 000 000000 737 000 000000			30.38 INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
201 000 511 000 000000 935 003 000000			208.06 INDIRECT / / / SHOP EQUIPMENT (TOOLS) /						
		85947530	02/09/2023 03/09/2023	70.70		70.70	70.70		PAINT / SANDING DISKS
201 000 510 000 900070 741 000 000000			70.70 DIRECT EXPENSES / / 900070 2022 FORD F550 SUPER CAB 4X4 XL / PARTS /						
				309.14		309.14	309.14		
LYDOIL	LYDEN OIL COMPANY	1933840	02/21/2023 03/21/2023	3,923.24		3,923.24	3,923.24		OIL
201 000 000 000 000000 110 008 000000			1,754.60 / / / OIL HYDRA TRANS:HYKEN 052 /						
201 000 000 000 000000 110 009 000000			2,168.64 / / / MOTOR OIL:15W40 SAE10,20,30BBL /						
		1933841	02/28/2023 03/28/2023	635.25		635.25	635.25		ANTIFREEZE
201 000 000 000 000000 110 001 000000			635.25 / / / ANTI FREEZE /						
				4,558.49		4,558.49	4,558.49		
M&KTRUM & K	TRUCK CENTERS OF FLINT	361614	02/07/2023 03/07/2023	510.00		510.00	510.00		HEATER TUBE
201 000 000 000 000000 108 000 000000			510.00 / / / NON-INVENTORY /						
GROMARMARK D. GROSS		STMT030323	03/03/2023 04/03/2023	2,100.00		2,100.00	2,100.00		BUILDING MAINTENANCE

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201 000 515 000 000000 821 000 000000		2,100.00	ADIMINISTRATIVE EXPENSE / / / JANITORIAL SERVICES /							
HARMAR MARK HART	MAR2023	03/02/2023	04/02/2023		190.48		190.48	190.48		HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000 716 021 000000		190.48	DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB ACTUARIAL /							
MARRUT MARK RUTTMAN	MAR2023	03/02/2023	04/02/2023		178.75		178.75	178.75		HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000 716 020 000000		178.75	DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /							
MATTES MATERIALS TESTING	67339	02/21/2023	03/21/2023		10,989.35		10,989.35	10,989.35		WINANS LAKE RD & RICKETT
201 000 459 000 0028AT 802 001 000080		10,989.35	PRIMARY ROAD HEAVY MAINTENANCE / / WINANS LK RD & RICKETT RD RAB / CONSTRUCTION / Construction Engineering							
MEDFIC MEDMUTUAL INSURANCE COMPANY	780312	01/18/2023	02/18/2023		1,240.40		1,240.40	1,240.40		FICA - 2022
201 000 513 000 000000 715 000 000000		1,240.40	DISTRIBUTIVE EXPENSE - FRINGE / / / TAX EXPENSE (EMP FICA/MEDI) /							
CRAMIC MICHAEL CRAINE	MAR2023	03/02/2023	04/02/2023		175.48		175.48	175.48		HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000 716 020 000000		175.48	DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /							
HOLMIC MICHAEL HOLCOMB	MAR2023	03/02/2023	04/02/2023		183.80		183.80	183.80		HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000 716 020 000000		183.80	DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /							
MICTRA MICHIGAN CAT	PD14440784	02/03/2023	03/03/2023		353.56		353.56	353.56		FILTERS
201 000 000 000 000000 110 000 000000		353.56	/ / / PARTS /							
COMINC MOBILE COMMUNICATIONS AMERICA	880000201-1	02/26/2023	03/26/2023		841.00		841.00	841.00		RADIO PACKAGE / BATTERY CHARGER
201 000 000 000 000000 108 000 000000		841.00	/ / / NON-INVENTORY /							
LIVCO7 MORGAN STANLEY	MAR2023	03/02/2023	04/02/2023		10,000.00		10,000.00	10,000.00		OPEB PAYMENT
201 000 513 000 000000 716 020 000000		10,000.00	DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /							
MUNEMP MUNICIPAL EMPLOYEES	00140147-5	02/28/2023	03/28/2023		185,698.82		185,698.82	185,698.82		MERS

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----- Vendor -----		----- Invoice -----		Gross	Discount	Net	Pay	Discount		
Number	Name	Number	Date	Date	Amount	Amount	Amount	Amount	Lost	Comments
	201 000 513 000 000000 718 000 000000		185,698.82		DISTRIBUTIVE EXPENSE - FRINGE / / / RETIREMENT (EMPR PORITION) /					
NATTIM	NATIONAL TIME & SIGNAL	152765	02/10/2023	03/10/2023	417.80		417.80	417.80		FIRE ALARM REPAIRS
	201 000 511 000 000000 931 001 000000		417.80		INDIRECT / / / BUILDING REPAIR - SHOP /					
NORARO	NORTH ARROW TECHNOLOGIES, INC	23-1066	02/16/2023	03/16/2023	4,800.00		4,800.00	4,800.00		CERTIFICATION MAPS
	201 000 514 000 000000 823 000 000000		4,800.00		DISTRIBUTIVE EXPENSE - OTHER / / / MISC TO ROADS - A/P /					
CONCEN	OCCUPATIONAL HEALTH CENTERS OF	714698933	02/02/2023	03/02/2023	55.00		55.00	55.00		DRUG TESTING
	201 000 513 000 000000 721 000 000000		55.00		DISTRIBUTIVE EXPENSE - FRINGE / / / DRUG TESTING /					
		714708789	02/07/2023	03/07/2023	55.00		55.00	55.00		DRUG TESTING
	201 000 513 000 000000 721 000 000000		55.00		DISTRIBUTIVE EXPENSE - FRINGE / / / DRUG TESTING /					
					110.00		110.00	110.00		
ORCHIL	OHM ADVISORS, INC.	60330	02/27/2023	03/27/2023	1,921.00		1,921.00	1,921.00		COHOTACH RD BRIDGE
	201 000 460 000 0026AO 802 003 000079		1,921.00		PRIMARY STRUCTURE HEY MAINT / / COHOCTAH RD BRIDGE / DESIGN / Design Engineering					
		60331	02/27/2023	03/27/2023	12,119.25		12,119.25	12,119.25		FAUSSETT RD BRIDGE
	201 000 460 000 0052AO 802 003 000079		12,119.25		PRIMARY STRUCTURE HEY MAINT / / FAUSSETT RD BRIDGE #5823 / DESIGN / Design Engineering					
		60332	02/27/2023	03/27/2023	999.00		999.00	999.00		8 MILE CULVERT
	201 000 490 000 5092BO 802 003 000079		999.00		LOCAL STRUCT HEAVY MAINTENANCE / / 8 MILE CULVERT REPLACEMENT / DESIGN / Design Engineering					
		60333	02/27/2023	03/27/2023	2,271.00		2,271.00	2,271.00		GANNON RD CULVERT
	201 000 460 000 0051AO 802 003 000079		2,271.00		PRIMARY STRUCTURE HEY MAINT / / GANNON RD CULVERT REPLACEMENT / DESIGN / Design Engineering					
					17,310.25		17,310.25	17,310.25		
OREAUT	OREILLY AUTO PARTS	3360-105926	02/24/2023	03/24/2023	5.99		5.99	5.99		CIRCUIT BRKR
	201 000 000 000 000000 108 000 000000		5.99		/ / / NON-INVENTORY /					
		3360-149822	02/17/2023	03/17/2023	23.99		23.99	23.99		WAX
	201 000 900 000 901057 976 000 000000		23.99		CAPITAL OUTLAY - ROAD EQUIP. / / 2023 PETERBILT MODEL 367 TAN DUMP / CAPITAL OUTLAY - ROAD EQUIP /					
					29.98		29.98	29.98		
PAURIS	PAUL RISNER	MAR2023	03/02/2023	04/02/2023	146.09		146.09	146.09		HEALTH INSURANCE REIMBURSEMENT
	201 000 513 000 000000 716 020 000000		146.09		DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /					

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----- Vendor -----		----- Invoice -----		Gross	Discount	Net	Pay	Discount	
Number	Name	Number	Date Due Date	Amount	Amount	Amount	Amount	Lost	Comments
POMTIR	POMP'S TIRE - FLINT	1510027758	02/16/2023 03/16/2023	548.25		548.25	548.25		TIRES
	201 000 000 000 000000 108 000 000000		548.25 / / / NON-INVENTORY /						
PRECOM	PRECISION COMPUTER SOLUTIONS,	00040561	01/31/2023 02/28/2023	256.50		256.50	256.50		SOFTWARE SUPPORT
	201 000 515 000 000000 807 000 000000		256.50 ADIMINISTRATIVE EXPENSE / / / DATA PROCESSING/COMP SUPPLIES /						
PTSREF	PROFESSIONAL THERMAL	I11525	02/28/2023 03/28/2023	1,734.00		1,734.00	1,734.00		REPAIRS
	201 000 511 000 000000 931 001 000000		1,734.00 INDIRECT / / / BUILDING REPAIR - SHOP /						
		I12171	02/28/2023 03/28/2023	460.00		460.00	460.00		REPAIRS
	201 000 511 000 000000 931 001 000000		460.00 INDIRECT / / / BUILDING REPAIR - SHOP /						
				2,194.00		2,194.00	2,194.00		
PURCYL	PURITY CYLINDER GASES, INC.	01635765	02/16/2023 03/16/2023	81.67		81.67	81.67		FLAPPER WHEELS
	201 000 511 000 000000 737 000 000000		81.67 INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
		01635973	02/16/2023 03/16/2023	121.11		121.11	121.11		PROPANE
	201 000 511 000 000000 933 000 000000		121.11 INDIRECT / / / SHOP EQ-REPAIR/MAINTENANCE /						
		01637205	02/20/2023 03/20/2023	148.10		148.10	148.10		WELDING SUPPLIES
	201 000 511 000 000000 733 000 000000		148.10 INDIRECT / / / WELDING SUPPLIES /						
		01640099	02/23/2023 03/23/2023	929.22		929.22	929.22		WELDING SUPPLIES
	201 000 511 000 000000 733 000 000000		929.22 INDIRECT / / / WELDING SUPPLIES /						
		1634390	02/14/2023 03/14/2023	55.48		55.48	55.48		PUNCH / DIE
	201 000 511 000 000000 935 003 000000		55.48 INDIRECT / / / SHOP EQUIPMENT (TOOLS) /						
				1,335.58		1,335.58	1,335.58		
RATSAF	RATHCO SAFETY SUPPLY, INC	176591	12/14/2022 01/14/2023	1,145.50		1,145.50	1,145.50		SIGNS
	201 000 514 000 000000 768 000 000000		1,145.50 DISTRIBUTIVE EXPENSE - OTHER / / / SIGNS /						
		176592	12/14/2022 01/14/2023	1,660.00		1,660.00	1,660.00		SIGNS
	201 000 514 000 000000 768 000 000000		1,660.00 DISTRIBUTIVE EXPENSE - OTHER / / / SIGNS /						
		176593	12/14/2022 01/14/2023	176.00		176.00	176.00		SIGNS
	201 000 514 000 000000 768 000 000000		176.00 DISTRIBUTIVE EXPENSE - OTHER / / / SIGNS /						
		176594	12/14/2022 01/14/2023	600.00		600.00	600.00		SIGNS
	201 000 000 000 000000 109 003 000000		600.00 / / / SIGNS /						
		176595	12/14/2022 01/14/2023	875.00		875.00	875.00		SIGNS
	201 000 000 000 000000 109 003 000000		875.00 / / / SIGNS /						

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Vendor	Invoice	Gross	Discount	Net	Pay	Discount		
Number Name	Number Date Due Date	Amount	Amount	Amount	Amount	Lost	Comments	
	176968	02/08/2023	03/08/2023	66.00		66.00	66.00	SIGNS
201 000 514 000 000000 768 000 000000		66.00	DISTRIBUTIVE EXPENSE - OTHER / / / SIGNS /					
	176969	02/08/2023	03/08/2023	365.26		365.26	365.26	SIGNS
201 000 000 000 000000 109 003 000000		194.76	/ / / SIGNS /					
201 000 514 000 000000 760 000 000000		49.50	DISTRIBUTIVE EXPENSE - OTHER / / / ROAD MATERIALS/INVENTORY /					
201 000 514 000 000000 768 000 000000		121.00	DISTRIBUTIVE EXPENSE - OTHER / / / SIGNS /					
	176970	02/08/2023	03/08/2023	1,004.75		1,004.75	1,004.75	SIGNS
201 000 000 000 000000 109 003 000000		1,004.75	/ / / SIGNS /					
	176971	02/08/2023	03/08/2023	96.88		96.88	96.88	SIGNS
201 000 514 000 000000 768 000 000000		96.88	DISTRIBUTIVE EXPENSE - OTHER / / / SIGNS /					
	176972	02/08/2023	03/08/2023	1,046.25		1,046.25	1,046.25	SIGNS
201 000 000 000 000000 109 003 000000		1,046.25	/ / / SIGNS /					
	176973	02/08/2023	03/08/2023	91.00		91.00	91.00	SIGNS
201 000 514 000 000000 768 000 000000		91.00	DISTRIBUTIVE EXPENSE - OTHER / / / SIGNS /					
	176974	02/08/2023	03/08/2023	1,250.00		1,250.00	1,250.00	SIGNS
201 000 000 000 000000 109 003 000000		1,250.00	/ / / SIGNS /					
	176975	02/08/2023	03/08/2023	250.00		250.00	250.00	SIGNS
201 000 000 000 000000 109 003 000000		250.00	/ / / SIGNS /					
	176976	02/08/2023	03/08/2023	160.00		160.00	160.00	SIGNS
201 000 000 000 000000 109 003 000000		160.00	/ / / SIGNS /					
				8,786.64		8,786.64	8,786.64	
REEPET REEFER PETERBILT	R277855	02/09/2023	03/09/2023	284.46		284.46	284.46	FILTERS
201 000 000 000 000000 110 000 000000		284.46	/ / / PARTS /					
	R278837	02/23/2023	03/23/2023	284.46		284.46	284.46	FILTERS
201 000 000 000 000000 110 000 000000		284.46	/ / / PARTS /					
	R278842	02/23/2023	03/23/2023	93.10		93.10	93.10	SENSOR
201 000 000 000 000000 108 000 000000		93.10	/ / / NON-INVENTORY /					
	R278943	02/24/2023	03/24/2023	22.53		22.53	22.53	CIRCUIT BREAKER
201 000 000 000 000000 108 000 000000		22.53	/ / / NON-INVENTORY /					
	R278951	02/24/2023	03/24/2023	469.80		469.80	469.80	NUTS / BOLTS
201 000 000 000 000000 108 000 000000		469.80	/ / / NON-INVENTORY /					
	R279087	02/28/2023	03/28/2023	101.09		101.09	101.09	SEALS
201 000 000 000 000000 108 000 000000		5.42	/ / / NON-INVENTORY /					

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----- Vendor -----		----- Invoice -----		Gross	Discount	Net	Pay	Discount	
Number	Name	Number	Date Due Date	Amount	Amount	Amount	Amount	Lost	Comments
201 000 000 000 000000	110 000 000000	95.67	/// PARTS /						
				1,255.44		1,255.44	1,255.44		
SISRIC	RICHARD SISSON TRUCKING, INC.	1545	02/17/2023 03/17/2023	15,001.50		15,001.50	15,001.50		GRAVEL
201 000 497 012 000001	761 000 000000	3,234.00	LOCAL ROAD MAINTENANCE / MARION TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 497 014 000001	761 000 000000	1,386.00	LOCAL ROAD MAINTENANCE / PUTNAM TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
201 000 000 000 000000	109 000 000000	10,381.50	/// ROAD MATERIAL /						
		1562	02/24/2023 03/24/2023	1,326.50		1,326.50	1,326.50		SALT / GRAVEL
201 000 467 102 000032	764 000 000000	402.50	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / SALTING / SALT /						
201 000 497 016 000001	761 000 000000	924.00	LOCAL ROAD MAINTENANCE / UNADILLA TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
				16,328.00		16,328.00	16,328.00		
ROAEQU ROAD EQUIPMENT PARTS	KL604670	02/09/2023	03/09/2023	393.01		393.01	393.01		TAILGATE CYL / BRACKET / FITTINGS
201 000 000 000 000000	110 000 000000	393.01	/// PARTS /						
		KL604687	02/09/2023 03/09/2023	153.00		153.00	153.00		TORQUE ROD
201 000 000 000 000000	110 000 000000	153.00	/// PARTS /						
		KL604719	02/09/2023 03/09/2023	46.49		46.49	46.49		HARNES
201 000 000 000 000000	110 000 000000	46.49	/// PARTS /						
		KL604738	02/10/2023 03/10/2023	90.44		90.44	90.44		HOOD CATCH / SHOCK ABSORBER / SENSOR
201 000 000 000 000000	110 000 000000	90.44	/// PARTS /						
		KL604821	02/13/2023 03/13/2023	241.24		241.24	241.24		AIR CYLINDER
201 000 000 000 000000	110 000 000000	241.24	/// PARTS /						
		KL604866	02/13/2023 03/13/2023	160.34		160.34	160.34		SENSOR
201 000 000 000 000000	110 000 000000	160.34	/// PARTS /						
		KL604960	02/14/2023 03/14/2023	300.95		300.95	300.95		SEAL / BRAKE SHOE KIT
201 000 000 000 000000	110 000 000000	300.95	/// PARTS /						
		KL605095	02/15/2023 03/15/2023	15.45		15.45	15.45		AIR HAMMER TIPS
201 000 511 000 000000	935 003 000000	15.45	INDIRECT / / / SHOP EQUIPMENT (TOOLS) /						
		KL605117	01/15/2023 02/15/2023	22.17		22.17	22.17		HOSE CLAMP / LIGHT
201 000 000 000 000000	110 000 000000	22.17	/// PARTS /						
		KL605210	02/16/2023 03/16/2023	346.36		346.36	346.36		TOOLS
201 000 511 000 000000	935 003 000000	346.36	INDIRECT / / / SHOP EQUIPMENT (TOOLS) /						

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----- Vendor -----		----- Invoice -----		Gross	Discount	Net	Pay	Discount	
Number	Name	Number	Date Due Date	Amount	Amount	Amount	Amount	Lost	Comments
		KL605261	02/16/2023 03/16/2023	-37.88		-37.88	-37.88		CORE CREDIT
201 000 000 000 000000	108 000 000000		-37.88 / / / NON-INVENTORY /						
		KL605307	02/17/2023 03/17/2023	472.07		472.07	472.07		CHECK VALVE / OIL SEAL / DRYER CARTIDGE
201 000 000 000 000000	108 000 000000		305.43 / / / NON-INVENTORY /						
201 000 000 000 000000	110 000 000000		166.64 / / / PARTS /						
		KL605535	02/22/2023 03/22/2023	60.77		60.77	60.77		DRAIN VALVE / BUSHING KIT
201 000 000 000 000000	110 000 000000		60.77 / / / PARTS /						
		KL605760	02/27/2023 03/27/2023	198.30		198.30	198.30		VALVES / FITTINGS
201 000 000 000 000000	108 000 000000		55.64 / / / NON-INVENTORY /						
201 000 000 000 000000	110 000 000000		56.06 / / / PARTS /						
201 000 511 000 000000	737 000 000000		86.60 INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
		KL605822	02/27/2023 03/27/2023	46.49		46.49	46.49		HARNES
201 000 000 000 000000	110 000 000000		46.49 / / / PARTS /						
		KL605862	02/28/2023 03/28/2023	90.92		90.92	90.92		VALVE / FITTINGS
201 000 000 000 000000	108 000 000000		67.78 / / / NON-INVENTORY /						
201 000 000 000 000000	110 000 000000		8.69 / / / PARTS /						
201 000 511 000 000000	737 000 000000		14.45 INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
				2,600.12		2,600.12	2,600.12		
HAUROD RODNEY HAUT		MAR2023	03/02/2023 04/02/2023	396.76		396.76	396.76		HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000	716 020 000000		396.76 DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /						
RONTRE RONALD'S TREE SERVICE, LLC		7254	02/28/2023 03/28/2023	13,000.00		13,000.00	13,000.00		TREE REMOVAL
201 000 489 013 5093BV	811 000 000051		13,000.00 LOCAL ROAD HEAVY MAINTENANCE / OCEOLA TOWNSHIP / ARMSTRONG RD / TREES / Trees/Stumps						
ROSPES ROSE PEST SOLUTIONS		31058348	02/28/2023 03/28/2023	58.00		58.00	58.00		PEST CONTROL
201 000 511 000 000000	931 001 000000		58.00 INDIRECT / / / BUILDING REPAIR - SHOP /						
SANMAR SAN MARINO EXCAVATING INC		149341	02/25/2023 03/25/2023	500.00		500.00	500.00		DUMPSTER RENTAL
201 000 511 000 000000	931 000 000000		500.00 INDIRECT / / / BUILDING REPAIR/MAINTENANCE /						
SHACHE SHAHEEN CHEVROLET		2581099	02/10/2023 03/10/2023	29.54		29.54	29.54		BAFFLE

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Number	Name	Number	Date	Due Date	Amount	Amount	Amount	Amount	Lost	Comments
		201 000 000 000 000000 108 000 000000	29.54	/ / /	NON-INVENTORY /					
SINSOU	SINGLE SOURCE BRIGHTON MI-9011	7499669	02/09/2023	03/09/2023	292.77		292.77	292.77		PAINT SUPPLIES
		201 000 000 000 000000 108 000 000000	292.77	/ / /	NON-INVENTORY /					
		7516968	02/17/2023	03/17/2023	652.69		652.69	652.69		PAINT SUPPLIES
		201 000 900 000 901057 976 000 000000	652.69	CAPITAL OUTLAY - ROAD EQUIP. / / 2023 PETERBILT MODEL 367 TAN DUMP / CAPITAL OUTLAY - ROAD EQUIP /						
		7524264	02/21/2023	03/21/2023	646.22		646.22	646.22		PAINT SUPPLIES
		201 000 900 000 901057 976 000 000000	646.22	CAPITAL OUTLAY - ROAD EQUIP. / / 2023 PETERBILT MODEL 367 TAN DUMP / CAPITAL OUTLAY - ROAD EQUIP /						
		7537123	02/27/2023	03/27/2023	74.48		74.48	74.48		PAINT SUPPLIES
		201 000 900 000 901057 976 000 000000	74.48	CAPITAL OUTLAY - ROAD EQUIP. / / 2023 PETERBILT MODEL 367 TAN DUMP / CAPITAL OUTLAY - ROAD EQUIP /						
					1,666.16		1,666.16	1,666.16		
SNAEQU	SNAP-ON INDUSTRIAL	ING-300033940	02/27/2023	03/27/2023	141.23		141.23	141.23		TOOLS
		201 000 511 000 000000 935 003 000000	141.23	INDIRECT / / / SHOP EQUIPMENT (TOOLS) /						
STAE11	STANDARD ELECTRIC COMPANY	17021686-00	02/10/2023	03/10/2023	21.95		21.95	21.95		LIGHT
		201 000 511 000 000000 931 001 000000	21.95	INDIRECT / / / BUILDING REPAIR - SHOP /						
		17021687-00	02/13/2023	03/13/2023	14.63		14.63	14.63		LIGHT BULBS
		201 000 511 000 000000 931 001 000000	14.63	INDIRECT / / / BUILDING REPAIR - SHOP /						
		17021687-01	02/13/2023	03/13/2023	29.26		29.26	29.26		LIGHT BULBS
		201 000 511 000 000000 931 001 000000	29.26	INDIRECT / / / BUILDING REPAIR - SHOP /						
					65.84		65.84	65.84		
STAADV	STAPLES ADVANTAGE	8069365299	02/24/2023	03/24/2023	319.49		319.49	319.49		OFFICE SUPPLIES
		201 000 515 000 000000 728 000 000000	319.49	ADIMINISTRATIVE EXPENSE / / / OFFICE SUPPLIES /						
STAM11	STATE OF MICHIGAN	PLATES	02/28/2023	03/28/2023	130.00		130.00	130.00		PLATES
		201 000 514 000 000000 823 000 000000	130.00	DISTRIBUTIVE EXPENSE - OTHER / / / MISC TO ROADS - A/P /						
STAM11	STATE OF MICHIGAN	212306CON	02/07/2023	03/07/2023	4,665.46		4,665.46	4,665.46		PEAVY RD BRIDGE
		201 000 000 000 000000 228 041 000000	4,665.46	/ / / PEAVY RD BRIDGE 2022/2023 /						

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Number	Name	Number	Date	Due Date	Amount	Amount	Amount	Amount	Lost	Comments
RICSTE	STEVEN T. RICHMOND	MAR2023	03/02/2023	04/02/2023	261.10		261.10	261.10		HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000 716 020 000000			261.10	DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /						
TERPAL	TERRY PALMER	MAR2023	03/02/2023	04/02/2023	185.00		185.00	185.00		HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000 716 020 000000			185.00	DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /						
TERWIN	TERRY WINNIE	MAR2023	03/02/2023	04/02/2023	300.00		300.00	300.00		HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000 716 020 000000			300.00	DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /						
DIRTOM	THOMAS DIROFF	MAR2023	03/02/2023	04/02/2023	230.08		230.08	230.08		HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000 716 020 000000			230.08	DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /						
TRAHIN	TRACEY HINES	MAR2023	03/02/2023	04/02/2023	274.91		274.91	274.91		HEALTH INSURANCE REIMBURSEMENT
201 000 513 000 000000 716 020 000000			274.91	DISTRIBUTIVE EXPENSE - FRINGE / / / OPEB TRUST PAYMENT /						
TRUTRI	TRUCK & TRAILER	HJO002617	02/08/2023	03/08/2023	6,848.00		6,848.00	6,848.00		TANK
201 000 900 000 901059 976 000 000000			6,848.00	CAPITAL OUTLAY - ROAD EQUIP. / / NORTHSTAR Tandem Truck / CAPITAL OUTLAY - ROAD EQUIP /						
		HSO012490	02/23/2023	03/23/2023	40.80		40.80	40.80		FITTINGS
201 000 000 000 000000 110 000 000000			40.80	/ / / PARTS /						
		HSO012552	02/08/2023	03/08/2023	144.62		144.62	144.62		BELT COVER
201 000 000 000 000000 110 000 000000			144.62	/ / / PARTS /						
		HSO012712	02/08/2023	03/08/2023	768.12		768.12	768.12		BELT COVER
201 000 000 000 000000 110 000 000000			768.12	/ / / PARTS /						
		HSO012781	02/28/2023	03/28/2023	144.62		144.62	144.62		SEAL
201 000 000 000 000000 110 000 000000			144.62	/ / / PARTS /						
		HSO012812	02/14/2023	03/14/2023	289.02		289.02	289.02		HUB / FITTINGS
201 000 000 000 000000 110 000 000000			289.02	/ / / PARTS /						
		HSO012825	02/15/2023	03/15/2023	551.08		551.08	551.08		PINTLE HOOKS
201 000 000 000 000000 108 000 000000			498.40	/ / / NON-INVENTORY /						
201 000 000 000 000000 110 000 000000			52.68	/ / / PARTS /						

Date 03/01/2023
Time 11:55:11

Livingston County Road Commission
AP - Payment Selection Distribution Detail

----- Vendor -----		----- Invoice -----		Gross	Discount	Net	Pay	Discount	
Number	Name	Number	Date Due Date	Amount	Amount	Amount	Amount	Lost	Comments
		HSO012829	02/23/2023 03/23/2023	82.74		82.74	82.74		PLUG
201 000 000 000 000000	110 000 000000		82.74 / / PARTS /						
		HSO012912	02/28/2023 03/28/2023	910.04		910.04	910.04		FITTINGS
201 000 000 000 000000	110 000 000000		910.04 / / PARTS /						
				9,779.04		9,779.04	9,779.04		
TYRPAR TYRONE PARTY STORE		LK-451	02/10/2023 03/10/2023	553.13		553.13	553.13		FUEL
201 000 512 000 902072	743 000 000000		553.13 OPERATING / / 902072 CAT 150 AWD MOTOR GRADER / DIESEL FUEL # 2 /						
UPS000 UPS		00001AT443063	02/11/2023 03/11/2023	24.66		24.66	24.66		POSTAGE
201 000 515 000 000000	727 000 000000		24.66 ADIMINISTRATIVE EXPENSE / / POSTAGE /						
		0001AT443073	02/18/2023 03/18/2023	30.06		30.06	30.06		POSTAGE
201 000 515 000 000000	727 000 000000		30.06 ADIMINISTRATIVE EXPENSE / / POSTAGE /						
				54.72		54.72	54.72		
VC3INC VC3 INC		101380	01/31/2023 02/28/2023	963.28		963.28	963.28		FILE TRANSFER SERVER LICENSE
201 000 515 000 000000	807 000 000000		963.28 ADIMINISTRATIVE EXPENSE / / DATA PROCESSING/COMP SUPPLIES /						
VERMID VERSALIFT - MIDWEST		60356	02/07/2023 03/07/2023	40.40		40.40	40.40		DECAL
201 000 000 000 000000	108 000 000000		40.40 / / NON-INVENTORY /						
WILTAN WILLIAM SMITH		1728	02/06/2023 03/06/2023	800.00		800.00	800.00		TANK RENTAL
201 000 467 102 000032	766 000 000000		800.00 PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / SALTING / BRINE/CHLORIDE /						
			Report Totals	669,580.06		669,580.06	669,580.06		

Date 03/01/2023
Time 12:10:31

Livingston County Road Commission
AP - Check Register

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----- Check -----		----- Vendor -----		Check
Number	Date	Number	Name	Amount
94558	03/03/2023	ALLPRO	ALL PRO POWER WASHING LLC	242.69
94559	03/03/2023	BARPLA	BARCLAY PLANNING GROUP LLC	1,500.00
94560	03/03/2023	BMHLLC	BMH LLC	196.75
94561	03/03/2023	OKEMOS	CD OKEMOS 10 LLC	9,097.65
94562	03/03/2023	COURO2	COUNTY ROAD ASSOCIATION	512.00
94563	03/03/2023	CULEXC	CULVER EXCAVATING, INC.	20,496.00
94564	03/03/2023	DK SEC	DK SECURITY	49.50
94565	03/03/2023	DETED1	DTE ENERGY	151.46
94566	03/03/2023	FYKVAS	FYKE WASHED SAND & GRAVEL INC.	436.80
94567	03/03/2023	VENDOR	GARRETT OLSON	100.00
94568	03/03/2023	GBMREC	GBM RECYCLED CONCRETE,CO.	4,338.80
94569	03/03/2023	GBMSAN	GBM SAND & GRAVEL, INC	8,409.80
94570	03/03/2023	GEOMES	GEORGE MESSNER	226.53
94571	03/03/2023	GIEGLE	GIEGLER'S FEED-SEED	Void
94572	03/03/2023	GIEGLE	GIEGLER'S FEED-SEED	9,371.75
94573	03/03/2023	HOMDEP	HOME DEPOT CREDIT SERVICES	46.62
94574	03/03/2023	JACMAR	JACK MARSHALL	184.45
94575	03/03/2023	KORIND	KORD INDUSTRIAL, INC	3,004.98
94576	03/03/2023	BREBUR	LAW OFFICE OF PAUL E. BURNS	8,288.00
94577	03/03/2023	GROMAR	MARK D. GROSS OR MDG INTERIOR MAINT. SERV.	2,100.00
94578	03/03/2023	HARMAR	MARK HART	190.48
94579	03/03/2023	MEDFIC	MEDMUTUAL INSURANCE COMPANY	1,240.40
94580	03/03/2023	COMINC	MOBILE COMMUNICATIONS AMERICA COMSOURCI	841.00
94581	03/03/2023	LIVCO7	MORGAN STANLEY	10,000.00
94582	03/03/2023	MUNEMP	MUNICIPAL EMPLOYEES RETIREMENT SYSTEM	185,698.82
94583	03/03/2023	HAUROD	RODNEY HAUT	396.76
94584	03/03/2023	SANMAR	SAN MARINO EXCAVATING INC	500.00
94585	03/03/2023	STAM11	STATE OF MICHIGAN	130.00
94586	03/03/2023	STAM11	STATE OF MICHIGAN	4,665.46
94587	03/03/2023	RICSTE	STEVEN T. RICHMOND	261.10
94588	03/03/2023	TERWIN	TERRY WINNIE	300.00
94589	03/03/2023	DIRTOM	THOMAS DIROFF	230.08
94590	03/03/2023	TRAHIN	TRACEY HINES	274.91
94591	03/03/2023	WILTAN	WILLIAM SMITH DBA WILL TANK RENTAL	800.00

Report Total

274,282.79

Date 03/01/2023
Time 12:12:38

Livingston County Road Commission
AP - ACH Remittance Register

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-----Remittance -----		----- Vendor -----		Remittance
Number	Date	Number	Name	Amount
623	03/03/2023	A&LSYS	A & L SYSTEMS	488.49
624	03/03/2023	ACESAG	ACE-SAGINAW PAVING COMPANY	6,570.44
625	03/03/2023	ADVAUT	ADVANCED AUTO PARTS	19.24
626	03/03/2023	AERIND	AERO INDUSTRIES, INC.	397.49
627	03/03/2023	AISCON	AIS CONSTRUCTION EQ., INC	1,683.31
628	03/03/2023	ALMBOL	ALMA BOLT COMPANY	535.13
629	03/03/2023	AMEPRO	AMERICAN PRODUCERS	272.90
630	03/03/2023	KNABAR	BARBARA KNAPP	147.99
631	03/03/2023	C&MWIR	C& M WIRE ROPE & SUPPLY CO.	964.24
632	03/03/2023	CE&APR	C. E. & A. PROF. SERV. CO.,INC	56.00
633	03/03/2023	CDWGOV	CDW GOVERNMENT, INC	33.06
634	03/03/2023	CHRTRE	CHRIS` TREE SERVICE, LLC	6,000.00
635	03/03/2023	CINFAS	CINTAS FIRST AID & SAFETY	726.16
636	03/03/2023	COMCAR	COMERICA COMMERCIAL CARD SRVC	3,830.13
637	03/03/2023	COMBAT	COMPLETE BATTERY SOURCE	59.40
638	03/03/2023	CONPO4	CONSUMERS ENERGY	11,984.51
639	03/03/2023	COROIL	CORRIGAN OIL COMPANY #1	36,268.59
640	03/03/2023	CORREC	CORRIGAN RECORD STORAGE LLC	56.08
641	03/03/2023	CORTOW	CORRIGAN TOWING	750.00
642	03/03/2023	D&KTRU	D & K TRUCK COMPANY	145,732.72
643	03/03/2023	MACDEN	DENISE MACK	270.52
644	03/03/2023	DETSAL	DETROIT SALT COMPANY	62,901.27
645	03/03/2023	DEVTEC	DEVEN'S TECH SUPPLY, INC.	231.84
646	03/03/2023	ELETER	ELECTRICAL TERMINAL	842.25
647	03/03/2023	ESTSER	ESTATE SERVICES, INC.	400.00
648	03/03/2023	FIRIMP	FIRST IMPRESSION PRINTING	209.82
649	03/03/2023	FORAME	FORCE AMERICA DISTRIBUTING LLC	1,914.12
650	03/03/2023	FREMAR	FREDERICK MARR	300.00
651	03/03/2023	GFLENV	GFL ENVIRONMENTAL	406.65
652	03/03/2023	GRAING	GRAINGER	44.64
653	03/03/2023	HUTSON	HUTSON, INC	48.00
654	03/03/2023	JACTRU	JACKSON TRUCK SERVICE,INC	645.87
655	03/03/2023	HEIJEA	JEANNIE L. HEIER	186.60
656	03/03/2023	HOSJER	JERRY HOSKINS	315.10
657	03/03/2023	JOHPLU	JOHNSON PLUMBING AND	5,950.00
658	03/03/2023	JRSSAN	JR'S SAND & GRAVEL, INC.	2,930.00
659	03/03/2023	LIBIND	LIBRA INDUSTRIES, INC.	891.66
660	03/03/2023	LOWESO	LOWE'S	309.14
661	03/03/2023	LYDOIL	LYDEN OIL COMPANY	4,558.49
662	03/03/2023	M&KTRU	M & K TRUCK CENTERS OF FLINT	510.00
663	03/03/2023	MARRUT	MARK RUTTMAN	178.75
664	03/03/2023	MATTES	MATERIALS TESTING	10,989.35
665	03/03/2023	CRAMIC	MICHAEL CRAINE	175.48
666	03/03/2023	HOLMIC	MICHAEL HOLCOMB	183.80
667	03/03/2023	MICTRA	MICHIGAN CAT	353.56
668	03/03/2023	NATTIM	NATIONAL TIME & SIGNAL	417.80
669	03/03/2023	NORARO	NORTH ARROW TECHNOLOGIES, INC	4,800.00
670	03/03/2023	CONCEN	OCCUPATIONAL HEALTH CENTERS OF	110.00
671	03/03/2023	ORCHIL	OHM ADVISORS, INC.	17,310.25

-----Remittance -----		----- Vendor -----		Remittance
Number	Date	Number	Name	Amount
672	03/03/2023	OREAUT	OREILLY AUTO PARTS	29.98
673	03/03/2023	PAURIS	PAUL RISNER	146.09
674	03/03/2023	POMTIR	POMP'S TIRE - FLINT	548.25
675	03/03/2023	PRECOM	PRECISION COMPUTER SOLUTIONS,	256.50
676	03/03/2023	PTSREF	PROFESSIONAL THERMAL	2,194.00
677	03/03/2023	PURCYL	PURITY CYLINDER GASES, INC.	1,335.58
678	03/03/2023	RATSAF	RATHCO SAFETY SUPPLY, INC	8,786.64
679	03/03/2023	REEPET	REEFER PETERBILT	1,255.44
680	03/03/2023	SISRIC	RICHARD SISSON TRUCKING, INC.	16,328.00
681	03/03/2023	ROAEQU	ROAD EQUIPMENT PARTS	2,600.12
682	03/03/2023	RONTRE	RONALD'S TREE SERVICE, LLC	13,000.00
683	03/03/2023	ROSPES	ROSE PEST SOLUTIONS	58.00
684	03/03/2023	SHACHE	SHAHEEN CHEVROLET	29.54
685	03/03/2023	SINSOU	SINGLE SOURCE BRIGHTON MI-9011	1,666.16
686	03/03/2023	SNAEQU	SNAP-ON INDUSTRIAL	141.23
687	03/03/2023	STAEL1	STANDARD ELECTRIC COMPANY	65.84
688	03/03/2023	STAADV	STAPLES ADVANTAGE	319.49
689	03/03/2023	TERPAL	TERRY PALMER	185.00
690	03/03/2023	TRUTR1	TRUCK & TRAILER	9,779.04
691	03/03/2023	TYRPAR	TYRONE PARTY STORE	553.13
692	03/03/2023	UPS000	UPS	54.72
693	03/03/2023	VC3INC	VC3 INC	963.28
694	03/03/2023	VERMID	VERSALIFT - MIDWEST	40.40
Report Total				395,297.27

March 2, 2023

BALANCE ON HAND AND INVESTED	02/01/2023	\$18,746,785.70
PAYROLL WEEK ENDING	01/29/2023	(\$224,563.49)
CASH RECEIPTS, REVENUE VOUCHERS - INTEREST		<u>\$2,968,650.10</u>
BALANCE ON HAND AND INVESTED	02/09/2023	\$21,490,872.31
CASH RECEIPTS, REVENUE VOUCHERS - INTEREST	03/02/2023	<u>\$68,445.07</u>
AVAILABLE		\$21,559,317.38
GENERAL -	02/09/2023	(\$724,750.99)
PAYROLL WEEK ENDING	02/12/2023	(\$197,866.24)
GENERAL -	03/02/2023	(\$669,580.06)
PAYROLL WEEK ENDING	02/26/2023	<u>(\$203,165.97)</u>
BALANCE ON HAND AND INVESTED	02/09/2023	<u><u>\$19,763,954.12</u></u>

INVESTMENTS

AMOUNT	TERMS	INTEREST	MATURITY DATE
\$350,000	106 DAYS @ 3.90%	4,019.16	03/09/23
\$1,800,000	107 DAYS @ 3.85%	19,442.50	03/16/23
\$2,000,000	112 DAYS @ 3.90%	24,266.66	03/30/23
\$1,000,000	106 DAYS @ 3.60%	10,600.00	03/30/23
\$700,000	98 DAYS @ 4.05%	7,717.50	03/30/23
\$1,000,000	106 DAYS @ 4.05%	11,925.00	04/13/23
\$1,000,000	97 DAYS @ 4.05%	10,912.50	04/13/23
\$2,000,000	120 DAYS @ 4.10%	27,561.11	04/27/23
\$1,000,000	111 DAYS @ 4.05%	12,487.50	04/27/23
\$1,200,000	119 DAYS @ 4.05%	16,065.00	05/11/23
\$1,500,000	119 DAYS @ 4.20%	20,825.00	05/25/23
\$1,400,000	111 DAYS @ 4.35%	18,777.50	05/25/23
\$1,500,000	125 DAYS @ 4.40%	22,916.66	06/08/23
\$1,000,000	133 DAYS @ 4.45%	16,440.27	06/22/23
\$225,000	126 DAYS @ 4.15%	3,268.12	06/22/23
\$1,545,000	118 DAYS @ 4.15%	21,016.29	06/22/23
\$19,220,000	TOTAL	248,240.77	

Average Cash on Hand

