

# 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](http://www.livingstonroads.org)

## BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON

### AGENDA

October 26, 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. MDOT Contract Approval**

- MDOT Contract No. 23-5396 – Grand River/St. Joseph Mercy Signal (Resolution 2310-064)

**ACTION:** Staff recommends approval

**2. MDOT Contract Approval**

- MDOT Contract No. 23-5397 – Grand River/Burkhart Signal (Resolution 2310-065)

**ACTION:** Staff recommends approval

**3. Bid Acceptance**

- Gannon Road Culvert Replacement (Resolution 2310-066)

**ACTION:** Staff recommends approval

**G. INFORMATION AND REPORTS**

**1. 2024 Budget Discussion**

**H. CALL TO THE PUBLIC (2)**

**I. LEGAL**

**J. ADMINISTRATIVE BUSINESS**

**1. Minutes**

**a. Regular Board Meeting – October 12, 2023**

**ACTION:** Staff recommends approval

**2. Bills**

**ACTION:** Staff recommends approval

**3. Meetings Announced**

**a. Next Regular Board Meeting – November 9, 2023**

**4. Financial Reports**

**a. Cash Position Statement**

**5. Miscellaneous Road Items**

**K. ADJOURNMENT**

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F.1.

## MEMORANDUM

**Date:** October 26, 2023

**To:** Board of County Road Commissioners

**From:** Jodie Tedesco, Director of Engineering

**Subject:** MDOT Contract Approval – Grand River Avenue/St. Joseph Mercy Signal

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Attached is the Michigan Department of Transportation (MDOT) Contract No. 23-5396 for our signal modernization project at the intersection of Grand River Avenue and St. Joseph Mercy Health Center Drive. The Board approved the plans and specifications for the project on August 10, 2023. The project estimate is \$205,300, of which \$165,600 will be covered by Federal Aid. The bid letting for the project is scheduled for November 3, 2023, but the majority of the construction will occur in 2024.

Staff recommends approval of the attached resolution approving MDOT Contract No. 23-5396.

**RESOLUTION OF THE**

**NUMBER:**

**2310-064**

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

**DATE:**

**October 26, 2023**

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**Resolution Approving Contract No. 23-5396 with the Michigan Department of Transportation**

**WHEREAS,** the Michigan Department of Transportation (MDOT) has tendered Contract No. 23-5396 for a signal modernization project at the intersection of Grand River Avenue and St. Joseph Mercy Health Center Drive, and

**WHEREAS,** the Board of County Road Commissioners of the County of Livingston previously approved the plans and specifications for this project on August 10, 2023, 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. 23-5396, 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.

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Steven J. Wasylk, Managing Director

HSIP

DA

Control Section	HSIP 47000
Job Number	214118CON
Project	23A0810
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5396

### 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 September 19, 2023, attached hereto and made a part hereof:

Signal modernization along Grand River Avenue at St. Joseph Mercy Health Center Drive near Court Street, including steel strain poles, controller and cabinet, pushbutton pedestrian signals, detection, case signs, backplates and concrete curb ramps; 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 SAFETY IMPROVEMENT 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 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 Safety Improvement Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$165,600, or (2) an amount such that 90 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. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway 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 \_\_\_\_\_  
*for* Department Director MDOT

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



September 19, 2023

EXHIBIT I

CONTROL SECTION	HSIP 47000
JOB NUMBER	214118CON
PROJECT	23A0810

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$205,300
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$205,300
Less Federal Funds*	<u>\$165,600</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 39,700

\*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](http://www.livingstonroads.org)

F.2.

## MEMORANDUM

**Date:** October 26, 2023

**To:** Board of County Road Commissioners

**From:** Jodie Tedesco, Director of Engineering

**Subject:** MDOT Contract Approval – Grand River Avenue/Burkhart Road Signal

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Attached is the Michigan Department of Transportation (MDOT) Contract No. 23-5397 for our signal modernization project at the intersection of Grand River Avenue and Burkhart Road. The Board approved the plans and specifications for the project on August 10, 2023. The project estimate is \$200,200, of which \$178,200 will be covered by Federal Aid. The bid letting for the project is scheduled for November 3, 2023, but the majority of the construction will occur in 2024.

Staff recommends approval of the attached resolution approving MDOT Contract No. 23-5397.

**RESOLUTION OF THE**

**NUMBER: 2310-065**

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

**DATE: October 26, 2023**

---

**Resolution Approving Contract No. 23-5397 with the Michigan Department of Transportation**

**WHEREAS,** the Michigan Department of Transportation (MDOT) has tendered Contract No. 23-5397 for a signal modernization project at the intersection of Grand River Avenue and Burkhart Road, and

**WHEREAS,** the Board of County Road Commissioners of the County of Livingston previously approved the plans and specifications for this project on August 10, 2023, 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. 23-5397, 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

HSIP

DA

Control Section	HSIP 47000
Job Number	214663CON
Project	23A0813
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5397

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 September 19, 2023, attached hereto and made a part hereof:

Signal modernization along Grand River Avenue at Burkhart Street, including steel strain poles, controller and cabinet, detection, case signs and backplates; 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 SAFETY IMPROVEMENT 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 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 Safety Improvement Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$178,200, or (2) an amount such that 90 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. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway 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 \_\_\_\_\_  
*for* Department Director MDOT

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



September 19, 2023

EXHIBIT I

CONTROL SECTION	HSIP 47000
JOB NUMBER	214663CON
PROJECT	23A0813

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$200,200
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$200,200
Less Federal Funds*	<u>\$178,200</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 22,000

\*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](http://www.livingstonroads.org)

**F.3.**

## MEMORANDUM

**Date:** October 26, 2023

**To:** Board of County Road Commissioners

**From:** Jodie Tedesco, Director of Engineering

**Subject:** Bid Acceptance – Gannon Road Culvert

---

On October 10, 2023, staff publicly opened bids for the Gannon Road culvert replacement project in Cohoctah Township. The bid results are attached for your review. As you can see from the results, the low qualified bid contractor was All Star Power Excavation LLC. The bid was 18.81 percent higher than the Engineer's Estimate, predominantly due to recent price increases for pre-cast concrete boxes. Even so, the bid prices appear to be reasonable and in-line with current market trends.

Staff recommends approval of the attached resolution to award the bid for the Gannon Road culvert replacement project to All Star Power Excavation LLC.

**RESOLUTION OF THE**

**NUMBER:**

**2310-066**

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

**DATE:**

**October 26, 2023**

---

**Resolution Accepting the Low Bid for the Gannon Road Culvert Replacement Project**

**WHEREAS,** the Livingston County Road Commission publicly opened bids on October 10, 2023, for the Gannon Road culvert replacement project in Cohoctah Township, and

**WHEREAS,** staff has reviewed the bids and has verified All Star Power Excavation LLC as the low qualified bidder, now therefore be it

**RESOLVED,** that the Board of County Road Commissioners of the County of Livingston hereby accepts the bid from All Star Power Excavation LLC for the aforementioned project, and be it further

**RESOLVED,** that staff is authorized to execute all documents required to effectuate the associated construction contract with All Star Power Excavation LLC.

**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:** 460.0051AO  
**Description:** Gannon Road Culvert Replacement  
**Location:** Gannon Road Culvert Replacement  
**Projects(s):** 460.0051AO

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$452,391.00	-15.83%	0.00%
1	(02083) All Star Power Excavation LLC	\$537,500.00	0.00%	18.81%
2	(02985) Zito Construction	\$594,554.00	10.61%	31.42%
3	(00134) Hoffman Bros., Inc.	\$624,095.18	16.11%	37.95%
4	(07604) Fonson Company, Inc.	\$674,314.27	25.45%	49.05%
5	(07550) Toebe Construction LLC	\$703,570.03	30.89%	55.52%

# Livingston County Road Commission

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G.1.

## MEMORANDUM

**Date:** October 26, 2023

**To:** Board of County Road Commissioners

**From:** Steve Wasylk, Managing Director

**Subject:** 2024 Budget Discussion

---

We are currently putting together the 2024 budget. At this time, we would like to discuss our MTF projections and significant capital outlay items. We will be giving a short presentation as a basis for discussion during the next Board meeting. We anticipate the 2024 budget to be ready for public hearing at the December 28<sup>th</sup> Board meeting.

Minutes – October 12, 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  
Kevin T. Spicher

Staff Present: Trevor Bennett, Director of Operations  
Jodie Tedesco, Director of Engineering  
Steve Wasylk, Managing Director

Others Present: None

**D. APPROVAL OF AGENDA**

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

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

**E. CALL TO THE PUBLIC (1)**

No Response

**F. ACTION ITEMS**

None

**G. INFORMATION AND REPORTS**

**1. Old US-23 Bid Results**

Steve Wasylk presented the Board with the bid results for the upcoming Old US-23 construction project. Mr. Wasylk stated that the low bid was submitted by C & D Hughes, Inc. and that their bid was 8.14 percent above the Engineer's Estimate for the project.

**H. CALL TO THE PUBLIC (2)**

No Response

**I. LEGAL**

None

**J. ADMINISTRATIVE BUSINESS**

**1. Minutes**

**a. Regular Board Meeting – September 28, 2023**

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

**Ayes:** Commissioners Funk, Spicher

**Nays:** None

**Abstained:** Commissioner Crane

**Motion:** Carried

**2. Bills**

The Board noted that payment on ACH number 1561, dated 09/29/2023, payable in the amount of \$2,500.00 to CSX Transportation, was voided and replaced with check number 94951, dated 09/29/2023.

**ACTION:** It was moved by Commissioner Spicher, seconded by Commissioner Funk, to approve Voucher No. BV-4082 in the net amount of \$422,044.32.

**Ayes:** Commissioners Crane, Funk, Spicher

**Nays:** None

**Motion:** Carried

**3. Meetings Announced**

**a. Next Regular Board Meeting – October 26, 2023**

**4. Financial Reports Reviewed**

**a. Cash Position Statement**

**b. MTF Reports**

**5. Miscellaneous Road Items**

Jodie Tedesco updated the Board on the status of the Pavement Preservation Program. Ms. Tedesco stated that the projects on Pleasant Valley Road, Maxfield Road, Cundy Road, and Chilson Road should all be completed within the next few weeks.

Commissioner Funk asked if the Road Commission had received any citizen requests for electric vehicle charging station installations within the public rights-of-way. Steve Wasyk responded that they had not received any such requests.

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. Wasyk, Managing Director

**This Space Intentionally Left Blank**

Date 10/25/2023  
Time 12:23:16

## 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
<b>ISTAYD</b>	<b>ISTAYD CORPORATION</b>	<b>PS1649675</b>	<b>10/12/2023</b>	11/12/2023	286.80		286.80	286.80		BUG SPRAY
201 000 511 000 000000	737 000 000000		286.80	INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
		<b>PS1648585</b>	<b>10/09/2023</b>	11/09/2023	552.60		552.60	552.60		STOCK ROOM SUPPLIES
201 000 511 000 000000	737 000 000000		552.60	INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
		<b>PS1650040</b>	<b>10/13/2023</b>	11/13/2023	99.60		99.60	99.60		GLASS CLEANER
201 000 511 000 000000	737 000 000000		99.60	INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
					<b>939.00</b>		<b>939.00</b>	<b>939.00</b>		
<b>A&amp;LSYS</b>	<b>A &amp; L SYSTEMS</b>	<b>8123-179570</b>	<b>10/18/2023</b>	11/18/2023	<b>173.64</b>		<b>173.64</b>	<b>173.64</b>		BATTERY DISCONNECT
201 000 000 000 000000	110 000 000000		173.64	/ / / PARTS /						
<b>ADVAUT</b>	<b>ADVANCED AUTO PARTS</b>	<b>8082328457698</b>	<b>10/11/2023</b>	11/11/2023	29.04		29.04	29.04		FILTER
201 000 000 000 000000	110 000 000000		29.04	/ / / PARTS /						
		<b>8082328657775</b>	<b>10/13/2023</b>	11/13/2023	40.18		40.18	40.18		FILTERS
201 000 000 000 000000	110 000 000000		18.18	/ / / PARTS /						
201 000 511 000 000000	935 003 000000		22.00	INDIRECT / / / SHOP EQUIPMENT (TOOLS) /						
		<b>8082328957846</b>	<b>10/16/2023</b>	11/16/2023	23.12		23.12	23.12		ANTIFREEZE
201 000 511 000 000000	737 000 000000		23.12	INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
		<b>8082329157978</b>	<b>10/18/2023</b>	11/18/2023	23.92		23.92	23.92		HEADLIGHT
201 000 000 000 000000	110 000 000000		23.92	/ / / PARTS /						
					<b>116.26</b>		<b>116.26</b>	<b>116.26</b>		
<b>AISCON</b>	<b>AIS CONSTRUCTION EQ., INC</b>	<b>D42449</b>	<b>10/19/2023</b>	11/19/2023	<b>583.93</b>		<b>583.93</b>	<b>583.93</b>		FILTERS
201 000 000 000 000000	108 000 000000		583.93	/ / / NON-INVENTORY /						
<b>AJAMAT</b>	<b>AJAX MATERIALS CORP.</b>	<b>292675</b>	<b>10/13/2023</b>	11/13/2023	270.29		270.29	270.29		COLD PATCH
201 000 467 102 000003	762 000 000000		89.50	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / ASPHALT PATCHING / COLD PATCH /						
201 000 497 001 000003	762 000 000000		180.79	LOCAL ROAD MAINTENANCE / BRIGHTON TOWNSHIP / ASPHALT PATCHING / COLD PATCH /						
		<b>292852</b>	<b>10/18/2023</b>	11/18/2023	294.46		294.46	294.46		COLD PATCH
201 000 497 007 000003	762 000 000000		294.46	LOCAL ROAD MAINTENANCE / HAMBURG TOWNSHIP / ASPHALT PATCHING / COLD PATCH /						
		<b>292929</b>	<b>10/18/2023</b>	11/18/2023	309.67		309.67	309.67		COLD PATCH
201 000 467 102 000003	762 000 000000		309.67	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / ASPHALT PATCHING / COLD PATCH /						
		<b>293106</b>	<b>10/23/2023</b>	11/23/2023	178.11		178.11	178.11		COLD PATCH
201 000 497 001 000003	762 000 000000		178.11	LOCAL ROAD MAINTENANCE / BRIGHTON TOWNSHIP / ASPHALT PATCHING / COLD PATCH /						

Date 10/25/2023  
Time 12:23:16

## Livingston County Road Commission AP - Payment Selection Distribution Detail

Page 2 of 17  
sarah

----- Vendor -----		----- Invoice -----		Gross	Discount	Net	Pay	Discount		
Number	Name	Number	Date	Due Date	Amount	Amount	Amount	Amount	Lost	Comments
		<b>293256</b>	<b>10/24/2023</b>	11/24/2023	278.35		278.35	278.35		COLD PATCH
201 000 497 001 000003 762 000 000000			278.35	LOCAL ROAD MAINTENANCE / BRIGHTON TOWNSHIP / ASPHALT PATCHING / COLD PATCH /						
					<b>1,330.88</b>		<b>1,330.88</b>	<b>1,330.88</b>		
<b>ALLCON ALLIED CONSTRUCTION</b>		<b>23-00292</b>	<b>10/20/2023</b>	11/20/2023	<b>104,056.65</b>		<b>104,056.65</b>	<b>104,056.65</b>		EDGELAKE / CENTER / WALNUT SHORES
201 000 489 007 5131BW 802 004 000092			21,521.75	LOCAL ROAD HEAVY MAINTENANCE / HAMBURG TOWNSHIP / EDGE LAKE DRIVE / PAYMENT TO CONTRACTOR / Payment to Contractor						
201 000 489 015 5130BW 802 004 000092			22,656.20	LOCAL ROAD HEAVY MAINTENANCE / TYRONE TOWNSHIP / WALNUT SHORES DR / PAYMENT TO CONTRACTOR / Payment to Contractor						
201 000 489 015 5132BW 802 004 000092			59,878.70	LOCAL ROAD HEAVY MAINTENANCE / TYRONE TOWNSHIP / CENTER RD BRIDGE APPROACH / PAYMENT TO CONTRACTOR / Payment to Contractor						
<b>SYNAMA AMAZON CAPITAL SERVICES</b>		<b>#1LPD-11G4-L6HW</b>	<b>10/13/2023</b>	11/13/2023	<b>42.54</b>		<b>42.54</b>	<b>42.54</b>		CALENDARS
201 000 515 000 000000 728 000 000000			42.54	ADIMINISTRATIVE EXPENSE / / / OFFICE SUPPLIES /						
<b>AUTONE AUTO ONE HOWELL</b>		<b>52097</b>	<b>10/12/2023</b>	11/12/2023	200.00		200.00	200.00		GLASS INSTALL
201 000 000 000 000000 108 000 000000			200.00	/ / / NON-INVENTORY /						
		<b>8115</b>	<b>10/10/2023</b>	11/10/2023	100.00		100.00	100.00		GLASS
201 000 000 000 000000 108 000 000000			100.00	/ / / NON-INVENTORY /						
					<b>300.00</b>		<b>300.00</b>	<b>300.00</b>		
<b>BANDIT BANDIT INDUSTRIES INC</b>		<b>927049</b>	<b>10/13/2023</b>	11/13/2023	<b>58,636.00</b>		<b>58,636.00</b>	<b>58,636.00</b>		CHIPPER
201 000 900 000 909922 976 000 000000			58,636.00	CAPITAL OUTLAY - ROAD EQUIP. / / WOODCHIPPER / CAPITAL OUTLAY - ROAD EQUIP /						
<b>CE&amp;APR C. E. &amp; A. PROF. SERV. CO.,INC</b>		<b>019798</b>	<b>10/20/2023</b>	11/20/2023	<b>56.00</b>		<b>56.00</b>	<b>56.00</b>		DRUG TESTING
201 000 513 000 000000 721 000 000000			56.00	DISTRIBUTIVE EXPENSE - FRINGE / / / DRUG TESTING /						
<b>OKEMOS CD OKEMOS 10 LLC</b>		<b>AUG2023</b>	<b>08/31/2023</b>	09/30/2023	8,393.48		8,393.48	8,393.48		FUEL
201 000 512 000 901050 743 000 000000			415.99	OPERATING / / 901050 2018 PETERBILT MODEL 367 TAN SPRDR DUMP / DIESEL FUEL # 2 /						
201 000 512 000 901052 743 000 000000			950.57	OPERATING / / 901052 2019 PETERBILT MODEL 367 TAN SPRDR DUMP / DIESEL FUEL # 2 /						
201 000 512 000 902068 743 000 000000			2,484.35	OPERATING / / 902068 2018 JOHN DEERE 772G MOTOR GRADER / DIESEL FUEL # 2 /						
201 000 512 000 902071 743 000 000000			3,815.35	OPERATING / / 902071 2019 JOHN DEERE 772G MOTOR GRADER / DIESEL FUEL # 2 /						
201 000 512 000 902090 743 000 000000			136.24	OPERATING / / 902090 2005 NH/MOWER 4 X 4 / DIESEL FUEL # 2 /						
201 000 512 000 902094 743 000 000000			366.61	OPERATING / / 902094 2007 NEW HOLLAND TRACTOR / DIESEL FUEL # 2 /						

Date 10/25/2023  
Time 12:23:16

## 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
201 000 512 000 902096 743 000 000000		103.11	OPERATING / / 902096 2018 NEW HOLLAND TRACTOR / DIESEL FUEL # 2 /						
201 000 512 000 902097 743 000 000000		121.26	OPERATING / / 902097 JOHN DEERE 6145M COMMERCIAL TRACTOR / DIESEL FUEL # 2 /						
	<b>SEP2023</b>	<b>09/30/2023</b>	10/30/2023	8,248.47		8,248.47	8,248.47		FUEL
201 000 512 000 901050 743 000 000000		166.34	OPERATING / / 901050 2018 PETERBILT MODEL 367 TAN SPRDR DUMP / DIESEL FUEL # 2 /						
201 000 512 000 901052 743 000 000000		1,793.48	OPERATING / / 901052 2019 PETERBILT MODEL 367 TAN SPRDR DUMP / DIESEL FUEL # 2 /						
201 000 512 000 902068 743 000 000000		2,349.12	OPERATING / / 902068 2018 JOHN DEERE 772G MOTOR GRADER / DIESEL FUEL # 2 /						
201 000 512 000 902069 743 000 000000		162.91	OPERATING / / 902069 2018 JOHN DEERE 772G MOTOR GRADER / DIESEL FUEL # 2 /						
201 000 512 000 902071 743 000 000000		3,371.24	OPERATING / / 902071 2019 JOHN DEERE 772G MOTOR GRADER / DIESEL FUEL # 2 /						
201 000 512 000 902094 743 000 000000		405.38	OPERATING / / 902094 2007 NEW HOLLAND TRACTOR / DIESEL FUEL # 2 /						
				<b>16,641.95</b>		<b>16,641.95</b>	<b>16,641.95</b>		
<b>CHLSOL CHLORIDE SOLUTIONS</b>	<b>CS100506</b>	<b>10/14/2023</b>	11/14/2023	<b>752.72</b>		<b>752.72</b>	<b>752.72</b>		CHLORIDE
201 000 467 101 000020 766 000 000000		752.72	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / DUST CONTROL / BRINE/CHLORIDE /						
<b>CHRTRE CHRIS` TREE SERVICE, LLC</b>	<b>10242023</b>	<b>10/24/2023</b>	11/24/2023	24,500.00		24,500.00	24,500.00		TREES
201 000 467 101 000016 811 000 000000		24,500.00	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / TREES / TREES /						
	<b>10242023-2</b>	<b>10/24/2023</b>	11/24/2023	7,000.00		7,000.00	7,000.00		TREES
201 000 467 101 000016 811 000 000000		7,000.00	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / TREES / TREES /						
				<b>31,500.00</b>		<b>31,500.00</b>	<b>31,500.00</b>		
<b>CINFAS CINTAS FIRST AID &amp; SAFETY</b>	<b>4171075725</b>	<b>10/17/2023</b>	11/17/2023	143.05		143.05	143.05		UNIFORMS
201 000 511 000 000000 737 001 000000		143.05	INDIRECT / / / UNIFORMS / EMPLOYEE EQUIPMENT /						
	<b>417801866</b>	<b>10/24/2023</b>	11/24/2023	280.40		280.40	280.40		UNIFORMS
201 000 511 000 000000 737 001 000000		280.40	INDIRECT / / / UNIFORMS / EMPLOYEE EQUIPMENT /						
	<b>9233721538</b>	<b>08/01/2023</b>	09/01/2023	214.00		214.00	214.00		AED AGREEMENT
201 000 511 000 000000 734 000 000000		214.00	INDIRECT / / / SAFETY SUPPLIES /						
				<b>637.45</b>		<b>637.45</b>	<b>637.45</b>		
<b>VENDOR CLINTON COUNTY ROAD COMMISSION SEVEN COUNTY MEETING</b>	<b>SEVEN COUNTY MEETING</b>	<b>10/17/2023</b>	11/17/2023	<b>40.00</b>		<b>40.00</b>	<b>40.00</b>		SEVEN COUNTY COUNCIL MEETING
201 000 515 000 000000 938 000 000000		40.00	ADIMINISTRATIVE EXPENSE / / / MISCELLANEOUS /						
<b>COMCAR COMERICA COMMERCIAL CARD SRVC</b>	<b>OCT2023</b>	<b>10/21/2023</b>	11/21/2023	<b>1,606.56</b>		<b>1,606.56</b>	<b>1,606.56</b>		PAPER PRODUCTS / TOOLS / ZOOM / INTERNET / TRAINING



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----- Vendor -----		----- Invoice -----		Gross	Discount	Net	Pay	Discount		
Number	Name	Number	Date	Due Date	Amount	Amount	Amount	Amount	Lost	Comments
201 000 459 000 0070	AT 802 003 000079	408.00	PRIMARY ROAD HEAVY MAINTENANCE / / CHALLIS RD/BAUER RD RAB / DESIGN / Design Engineering							
201 000 511 000 000000	731 000 000000	332.03	INDIRECT / / / JANITOR SUPPLIES /							
201 000 511 000 000000	935 003 000000	81.98	INDIRECT / / / SHOP EQUIPMENT (TOOLS) /							
201 000 514 000 000000	790 000 000000	173.43	DISTRIBUTIVE EXPENSE - OTHER / / / SMALL ROAD TOOLS /							
201 000 514 000 000000	823 000 000000	189.66	DISTRIBUTIVE EXPENSE - OTHER / / / MISC TO ROADS - A/P /							
201 000 514 000 000000	842 000 000000	15.00	DISTRIBUTIVE EXPENSE - OTHER / / / TRAINING COSTS /							
201 000 515 000 000000	730 000 000000	9.99	ADIMINISTRATIVE EXPENSE / / / DUES & SUBSCRIPTIONS /							
201 000 515 000 000000	842 000 000000	75.00	ADIMINISTRATIVE EXPENSE / / / TRAINING COSTS /							
201 000 515 000 000000	851 000 000000	307.99	ADIMINISTRATIVE EXPENSE / / / TELEPHONE /							
201 000 000 000 000000	108 000 000000	13.48	/ / / NON-INVENTORY /							
<b>COMBAT COMPLETE BATTERY SOURCE</b>	<b>421749BRI</b>	<b>10/20/2023</b>	<b>11/20/2023</b>		<b>-48.00</b>		<b>-48.00</b>			<b>CORE CREDIT</b>
201 000 000 000 000000	108 000 000000	-48.00	/ / / NON-INVENTORY /							
	<b>421836BRI</b>	<b>10/23/2023</b>	<b>11/23/2023</b>		<b>67.96</b>		<b>67.96</b>			<b>BATTERIES</b>
201 000 514 000 000000	823 000 000000	67.96	DISTRIBUTIVE EXPENSE - OTHER / / / MISC TO ROADS - A/P /							
		<b>19.96</b>					<b>19.96</b>			<b>19.96</b>
<b>CONPO3 CONSUMERS ENERGY</b>	<b>3000 2145 4636</b>	<b>10/19/2023</b>	<b>11/19/2023</b>		<b>6,808.61</b>		<b>6,808.61</b>			<b>DAMAGES</b>
201 000 467 102 000017	891 000 000000	6,808.61	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / SEEDING/FENCING/MAIL BOXES / DAMAGES /							
<b>CORREC CORRIGAN RECORD STORAGE LLC</b>	<b>1206389</b>	<b>07/01/2023</b>	<b>08/01/2023</b>		<b>52.62</b>		<b>52.62</b>			<b>SHREDDING</b>
201 000 515 000 000000	728 000 000000	52.62	ADIMINISTRATIVE EXPENSE / / / OFFICE SUPPLIES /							
	<b>1208346</b>	<b>08/01/2023</b>	<b>09/01/2023</b>		<b>52.62</b>		<b>52.62</b>			<b>SHREDDING</b>
201 000 515 000 000000	728 000 000000	52.62	ADIMINISTRATIVE EXPENSE / / / OFFICE SUPPLIES /							
	<b>1210111</b>	<b>09/01/2023</b>	<b>10/01/2023</b>		<b>52.62</b>		<b>52.62</b>			<b>SHREDDING</b>
201 000 515 000 000000	728 000 000000	52.62	ADIMINISTRATIVE EXPENSE / / / OFFICE SUPPLIES /							
	<b>1211930</b>	<b>10/01/2023</b>	<b>11/01/2023</b>		<b>52.62</b>		<b>52.62</b>			<b>SHREDDING</b>
201 000 515 000 000000	728 000 000000	52.62	ADIMINISTRATIVE EXPENSE / / / OFFICE SUPPLIES /							
		<b>210.48</b>					<b>210.48</b>			<b>210.48</b>
<b>CULEXC CULVER EXCAVATING, INC.</b>	<b>6507</b>	<b>09/29/2023</b>	<b>10/29/2023</b>		<b>40,580.00</b>		<b>40,580.00</b>			<b>GRAVEL</b>
201 000 467 101 000001	761 000 000000	3,111.50	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / GRAVEL PATCHING / GRAVEL /							
201 000 467 102 000010	761 000 000000	6,723.00	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / SHOULDERS / GRAVEL /							

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----- Vendor -----		----- Invoice -----		Gross	Discount	Net	Pay	Discount		
Number	Name	Number	Date	Date	Amount	Amount	Amount	Amount	Lost	Comments
201 000 497 001 000001	761 000 000000	444.50								
201 000 497 002 000001	761 000 000000	5,334.00								
201 000 497 003 000001	761 000 000000	4,000.50								
201 000 497 008 000001	761 000 000000	11,632.00								
201 000 497 010 000001	761 000 000000	444.50								
201 000 497 011 000001	761 000 000000	444.50								
201 000 497 012 000001	761 000 000000	4,000.50								
201 000 497 014 000001	761 000 000000	1,333.50								
201 000 497 016 000001	761 000 000000	3,111.50								
<b>DALENG DALE EAGLING</b>	<b>BOOT</b>	<b>10/11/2023</b>	<b>11/11/2023</b>	<b>150.00</b>		<b>150.00</b>	<b>150.00</b>			BOOT REIMBURSEMENT
	<b>REIMBURSEMENT</b>									
201 000 513 000 000000	724 000 000000	150.00								DISTRIBUTIVE EXPENSE - FRINGE / / / DISTRIBUTIVE FRINGE /
<b>DAVTRE DAVE'S TREE SERVICE</b>	<b>2617</b>	<b>10/19/2023</b>	<b>11/19/2023</b>	<b>11,000.00</b>		<b>11,000.00</b>	<b>11,000.00</b>			TREES
201 000 467 102 000016	811 000 000000	11,000.00								PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / TREES / TREES /
<b>PODDAV DAVID PODVOYSKI</b>	<b>BOOT</b>	<b>10/12/2023</b>	<b>11/12/2023</b>	<b>150.00</b>		<b>150.00</b>	<b>150.00</b>			BOOT REIMBURSEMENT
	<b>REIMBURSEMENT</b>									
201 000 513 000 000000	724 000 000000	150.00								DISTRIBUTIVE EXPENSE - FRINGE / / / DISTRIBUTIVE FRINGE /
<b>DEECRE DEER CREEK SALES, INC.</b>	<b>152858</b>	<b>10/11/2023</b>	<b>11/11/2023</b>	<b>187.50</b>		<b>187.50</b>	<b>187.50</b>			DRIVE SHAFT / GASKET
201 000 000 000 000000	108 000 000000	187.50								/ / / NON-INVENTORY /
<b>DORSIG DORNBOS SIGN &amp; SAFETY, INC</b>	<b>INV72314</b>	<b>10/13/2023</b>	<b>11/13/2023</b>	<b>3,945.60</b>		<b>3,945.60</b>	<b>3,945.60</b>			SIGNS
201 000 514 000 000000	768 000 000000	3,945.60								DISTRIBUTIVE EXPENSE - OTHER / / / SIGNS /
<b>DEDED1 DTE ENERGY</b>	<b>9100 098 7793 7</b>	<b>10/10/2023</b>	<b>11/10/2023</b>	<b>70.46</b>		<b>70.46</b>	<b>70.46</b>			UTILITIES
201 000 511 000 000000	921 000 000000	70.46								INDIRECT / / / ELECTRICITY /
	<b>9200 458 7883 1</b>	<b>10/12/2023</b>	<b>11/12/2023</b>	<b>55.73</b>		<b>55.73</b>	<b>55.73</b>			UTILITIES
201 000 467 102 000023	921 000 000000	55.73								PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / TRAFFIC SIGNAL / ELECTRICITY /
	<b>9200 458 8041 5</b>	<b>10/23/2023</b>	<b>11/23/2023</b>	<b>210.83</b>		<b>210.83</b>	<b>210.83</b>			UTILITIES
201 000 467 102 000023	921 000 000000	210.83								PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / TRAFFIC SIGNAL / ELECTRICITY /
	<b>9200 458 8104 1</b>	<b>10/23/2023</b>	<b>11/23/2023</b>	<b>578.76</b>		<b>578.76</b>	<b>578.76</b>			UTILITIES
201 000 467 102 000023	921 000 000000	578.76								PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / TRAFFIC SIGNAL / ELECTRICITY /

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Number	Name	Number	Date	Due Date	Amount	Amount	Amount	Amount	Lost	Comments
		<b>9200 458 8322 9</b>	<b>10/11/2023</b>	11/11/2023	2,923.00		2,923.00	2,923.00		UTILITIES
	201 000 511 000 000000 921 000 000000		2,630.70	INDIRECT / / / ELECTRICITY /						
	201 000 515 000 000000 921 000 000000		292.30	ADIMINISTRATIVE EXPENSE / / / ELECTRICITY /						
					<b>3,838.78</b>		<b>3,838.78</b>	<b>3,838.78</b>		
<b>DULSAL</b>	<b>DULTMEIER SALES</b>	<b>4091939</b>	<b>10/16/2023</b>	11/16/2023	<b>1,005.35</b>		<b>1,005.35</b>	<b>1,005.35</b>		PUMP
	201 000 000 000 000000 110 000 000000		1,005.35	/ / / PARTS /						
<b>ELLSTA</b>	<b>ELLIOTT'S ALTERNATOR &amp;</b>	<b>17955</b>	<b>10/20/2023</b>	11/20/2023	<b>365.00</b>		<b>365.00</b>	<b>365.00</b>		STARTER
	201 000 000 000 000000 110 000 000000		365.00	/ / / PARTS /						
<b>ESTSER</b>	<b>ESTATE SERVICES, INC.</b>	<b>2497</b>	<b>10/22/2023</b>	11/22/2023	<b>962.00</b>		<b>962.00</b>	<b>962.00</b>		LAWN MAINTENANCE
	201 000 469 001 000000 932 000 000000		255.00	ROADSIDE PARK MAINTENANCE / BRIGHTON TOWNSHIP / / YARD & GROUND /						
	201 000 469 005 000000 932 000 000000		240.00	ROADSIDE PARK MAINTENANCE / GENOA TOWNSHIP / / YARD & GROUND /						
	201 000 511 000 000000 932 000 000000		467.00	INDIRECT / / / YARD & GROUND /						
<b>FLINEW</b>	<b>FLINT NEW HOLLAND, INC.</b>	<b>IF13919</b>	<b>10/12/2023</b>	11/12/2023	32.77		32.77	32.77		O-RINGS
	201 000 000 000 000000 108 000 000000		32.77	/ / / NON-INVENTORY /						
		<b>IF14023</b>	<b>10/23/2023</b>	11/23/2023	887.09		887.09	887.09		TUBE
	201 000 000 000 000000 108 000 000000		887.09	/ / / NON-INVENTORY /						
					<b>919.86</b>		<b>919.86</b>	<b>919.86</b>		
<b>FYKWAS</b>	<b>FYKE WASHED SAND &amp;</b>	<b>72555</b>	<b>10/03/2023</b>	11/03/2023	23.21		23.21	23.21		TOPSOIL
	201 000 467 101 000017 773 000 000000		23.21	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / SEEDING/FENCING/MAIL BOXES / TOP SOIL /						
		<b>72774</b>	<b>10/16/2023</b>	11/16/2023	887.40		887.40	887.40		GRAVEL
	201 000 497 001 000001 761 000 000000		451.50	LOCAL ROAD MAINTENANCE / BRIGHTON TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
	201 000 497 007 000001 761 000 000000		435.90	LOCAL ROAD MAINTENANCE / HAMBURG TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
		<b>72789</b>	<b>10/17/2023</b>	11/17/2023	447.90		447.90	447.90		GRAVEL
	201 000 497 005 000001 761 000 000000		447.90	LOCAL ROAD MAINTENANCE / GENOA TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
					<b>1,358.51</b>		<b>1,358.51</b>	<b>1,358.51</b>		
<b>GBMREC</b>	<b>GBM RECYCLED CONCRETE,CO.</b>	<b>R23-1157</b>	<b>10/16/2023</b>	11/16/2023	<b>5,097.26</b>		<b>5,097.26</b>	<b>5,097.26</b>		GRAVEL
	201 000 497 001 000001 761 000 000000		1,229.22	LOCAL ROAD MAINTENANCE / BRIGHTON TOWNSHIP / GRAVEL PATCHING / GRAVEL /						
	201 000 497 005 000001 761 000 000000		400.14	LOCAL ROAD MAINTENANCE / GENOA TOWNSHIP / GRAVEL PATCHING / GRAVEL /						

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Number	Name	Number	Date	Due Date	Amount	Amount	Amount	Amount	Lost	Comments
201 000 497 006 000001	761 000 000000		1,831.70							LOCAL ROAD MAINTENANCE / GREEN OAK TOWNSHIP / GRAVEL PATCHING / GRAVEL /
201 000 497 007 000001	761 000 000000		1,636.20							LOCAL ROAD MAINTENANCE / HAMBURG TOWNSHIP / GRAVEL PATCHING / GRAVEL /
<b>GBMSAN GBM SAND &amp; GRAVEL, INC</b>		<b>R232101</b>	<b>10/21/2023</b>	11/21/2023	1,938.00		1,938.00	1,938.00		GRAVEL
201 000 497 013 000001	761 000 000000		984.00							LOCAL ROAD MAINTENANCE / OCEOLA TOWNSHIP / GRAVEL PATCHING / GRAVEL /
201 000 497 015 000001	761 000 000000		954.00							LOCAL ROAD MAINTENANCE / TYRONE TOWNSHIP / GRAVEL PATCHING / GRAVEL /
		<b>T232018</b>	<b>10/14/2023</b>	11/14/2023	3,294.00		3,294.00	3,294.00		GRAVEL
201 000 497 009 000001	761 000 000000		231.00							LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /
201 000 497 015 000001	761 000 000000		3,063.00							LOCAL ROAD MAINTENANCE / TYRONE TOWNSHIP / GRAVEL PATCHING / GRAVEL /
			<b>5,232.00</b>				<b>5,232.00</b>	<b>5,232.00</b>		
<b>GFLENV GFL ENVIRONMENTAL</b>		<b>0063123892</b>	<b>10/16/2023</b>	11/16/2023	<b>406.65</b>		<b>406.65</b>	<b>406.65</b>		TRASH
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 /
<b>GIEGLE GIEGLER'S FEED-SEED</b>		<b>211772</b>	<b>10/12/2023</b>	11/12/2023	437.50		437.50	437.50		GRAVEL
201 000 497 009 000001	761 000 000000		437.50							LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /
		<b>211775</b>	<b>10/12/2023</b>	11/12/2023	437.50		437.50	437.50		GRAVEL
201 000 497 009 000001	761 000 000000		437.50							LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /
		<b>211776</b>	<b>10/12/2023</b>	11/12/2023	437.50		437.50	437.50		GRAVEL
201 000 497 009 000001	761 000 000000		437.50							LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /
		<b>211781</b>	<b>10/12/2023</b>	11/12/2023	437.50		437.50	437.50		GRAVEL
201 000 497 009 000001	761 000 000000		437.50							LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /
		<b>211783</b>	<b>10/12/2023</b>	11/12/2023	437.50		437.50	437.50		GRAVEL
201 000 497 006 000001	761 000 000000		437.50							LOCAL ROAD MAINTENANCE / GREEN OAK TOWNSHIP / GRAVEL PATCHING / GRAVEL /
		<b>211931</b>	<b>10/16/2023</b>	11/16/2023	437.50		437.50	437.50		GRAVEL
201 000 497 009 000001	761 000 000000		437.50							LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /
		<b>211932</b>	<b>10/16/2023</b>	11/16/2023	437.50		437.50	437.50		GRAVEL
201 000 497 009 000001	761 000 000000		437.50							LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /
		<b>211943</b>	<b>10/16/2023</b>	11/16/2023	437.50		437.50	437.50		GRAVEL
201 000 497 009 000001	761 000 000000		437.50							LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /
		<b>212082</b>	<b>10/19/2023</b>	11/19/2023	437.50		437.50	437.50		GRAVEL
201 000 497 009 000001	761 000 000000		437.50							LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /
		<b>212086</b>	<b>10/19/2023</b>	11/19/2023	437.50		437.50	437.50		GRAVEL

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----- Vendor -----		----- Invoice -----		Gross	Discount	Net	Pay	Discount		
Number	Name	Number	Date	Date	Amount	Amount	Amount	Amount	Lost	Comments
201 000 497 009 000001	761 000 000000	437.50	LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
		<b>212089</b>	<b>10/19/2023</b>	11/19/2023	444.50		444.50	444.50		GRAVEL
201 000 497 004 000001	761 000 000000	444.50	LOCAL ROAD MAINTENANCE / DEERFIELD TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
		<b>212092</b>	<b>10/19/2023</b>	11/19/2023	444.50		444.50	444.50		GRAVEL
201 000 497 004 000001	761 000 000000	444.50	LOCAL ROAD MAINTENANCE / DEERFIELD TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
		<b>212094</b>	<b>10/19/2023</b>	11/19/2023	437.50		437.50	437.50		GRAVEL
201 000 497 004 000001	761 000 000000	437.50	LOCAL ROAD MAINTENANCE / DEERFIELD TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
		<b>212100</b>	<b>10/19/2023</b>	11/19/2023	437.50		437.50	437.50		GRAVEL
201 000 467 101 000001	761 000 000000	437.50	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / GRAVEL PATCHING / GRAVEL /							
		<b>212137</b>	<b>10/20/2023</b>	11/20/2023	444.50		444.50	444.50		GRAVEL
201 000 497 004 000001	761 000 000000	444.50	LOCAL ROAD MAINTENANCE / DEERFIELD TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
		<b>212140</b>	<b>10/20/2023</b>	11/20/2023	444.50		444.50	444.50		GRAVEL
201 000 497 004 000001	761 000 000000	444.50	LOCAL ROAD MAINTENANCE / DEERFIELD TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
		<b>212145</b>	<b>10/20/2023</b>	11/20/2023	437.50		437.50	437.50		GRAVEL
201 000 497 004 000001	761 000 000000	437.50	LOCAL ROAD MAINTENANCE / DEERFIELD TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
		<b>212148</b>	<b>10/20/2023</b>	11/20/2023	437.50		437.50	437.50		GRAVEL
201 000 497 004 000001	761 000 000000	437.50	LOCAL ROAD MAINTENANCE / DEERFIELD TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
		<b>212161</b>	<b>10/20/2023</b>	11/20/2023	458.50		458.50	458.50		GRAVEL
201 000 497 009 000001	761 000 000000	458.50	LOCAL ROAD MAINTENANCE / HARTLAND TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
		<b>212263</b>	<b>10/23/2023</b>	11/23/2023	437.50		437.50	437.50		GRAVEL
201 000 497 001 000001	761 000 000000	437.50	LOCAL ROAD MAINTENANCE / BRIGHTON TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
		<b>212273</b>	<b>10/23/2023</b>	11/23/2023	437.50		437.50	437.50		GRAVEL
201 000 467 101 000001	761 000 000000	437.50	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / GRAVEL PATCHING / GRAVEL /							
		<b>212281</b>	<b>10/23/2023</b>	11/23/2023	468.75		468.75	468.75		GRAVEL
201 000 467 101 000001	761 000 000000	468.75	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / GRAVEL PATCHING / GRAVEL /							
					<b>9,705.25</b>		<b>9,705.25</b>	<b>9,705.25</b>		
<b>HOMDEP HOME DEPOT CREDIT SERVICES</b>		<b>85512</b>	<b>10/17/2023</b>	11/17/2023	<b>52.88</b>		<b>52.88</b>	<b>52.88</b>		ROAD TOOLS
201 000 514 000 000000	790 000 000000	52.88	DISTRIBUTIVE EXPENSE - OTHER / / SMALL ROAD TOOLS /							
<b>HUTSON HUTSON, INC</b>		<b>10168052</b>	<b>10/10/2023</b>	11/10/2023	<b>63,000.00</b>		<b>63,000.00</b>	<b>63,000.00</b>		BOOM MOWER
201 000 900 000 908799	976 000 000000	63,000.00	CAPITAL OUTLAY - ROAD EQUIP. / / DIAMOND 22' REAR CRADLE BOOM / CAPITAL OUTLAY - ROAD EQUIP /							
<b>INTBAT INTERSTATE BATTERIES OF GREAT</b>		<b>10190610</b>	<b>10/11/2023</b>	11/11/2023	198.73		198.73	198.73		BATTERIES

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201 000 000 000 000000	108 000 000000	198.73	/// NON-INVENTORY /							
		<b>10190700</b>	<b>10/18/2023</b>	11/18/2023	429.16		429.16	429.16		BATTERIES
201 000 000 000 000000	108 000 000000	429.16	/// NON-INVENTORY /							
					<b>627.89</b>		<b>627.89</b>	<b>627.89</b>		
<b>INTTRU</b>	<b>INTERSTATE TRUCK SOURCE, INC.</b>	<b>04P21974</b>	<b>10/18/2023</b>	11/18/2023	<b>1,520.00</b>		<b>1,520.00</b>	<b>1,520.00</b>		DEF
201 000 000 000 000000	108 000 000000	1,520.00	/// NON-INVENTORY /							
<b>JACTRU</b>	<b>JACKSON TRUCK SERVICE, INC</b>	<b>PS2002139465:01</b>	<b>10/12/2023</b>	11/12/2023	212.22		212.22	212.22		FILTERS
201 000 000 000 000000	110 000 000000	212.22	/// PARTS /							
		<b>PS2002139820:01</b>	<b>10/11/2023</b>	11/11/2023	30.82		30.82	30.82		FILTER
201 000 000 000 000000	110 000 000000	30.82	/// PARTS /							
		<b>PS2002139849:01</b>	<b>10/13/2023</b>	11/13/2023	64.20		64.20	64.20		FILTERS
201 000 000 000 000000	110 000 000000	64.20	/// PARTS /							
		<b>PS2002139868:01</b>	<b>10/17/2023</b>	11/17/2023	205.24		205.24	205.24		FILTER
201 000 000 000 000000	110 000 000000	205.24	/// PARTS /							
					<b>512.48</b>		<b>512.48</b>	<b>512.48</b>		
<b>JOHPLU</b>	<b>JOHNSON PLUMBING AND</b>	<b>531</b>	<b>10/13/2023</b>	11/13/2023	2,800.00		2,800.00	2,800.00		CULVERT JETTING
201 000 467 101 000013	767 000 000000	2,800.00	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / DRAINAGE / CULVERT /							
		<b>532</b>	<b>10/12/2023</b>	11/12/2023	2,800.00		2,800.00	2,800.00		CULVERT JETTING
201 000 467 101 000013	767 000 000000	2,800.00	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / DRAINAGE / CULVERT /							
					<b>5,600.00</b>		<b>5,600.00</b>	<b>5,600.00</b>		
<b>JRSSAN</b>	<b>JR'S SAND &amp; GRAVEL, INC.</b>	<b>3760</b>	<b>10/24/2023</b>	11/24/2023	<b>360.00</b>		<b>360.00</b>	<b>360.00</b>		GRAVEL
201 000 497 002 000001	761 000 000000	360.00	LOCAL ROAD MAINTENANCE / COHOCTAH TOWNSHIP / GRAVEL PATCHING / GRAVEL /							
<b>KIMMID</b>	<b>KIMBALL MIDWEST</b>	<b>101525369</b>	<b>10/10/2023</b>	11/10/2023	<b>244.08</b>		<b>244.08</b>	<b>244.08</b>		SPRAY PAINT
201 000 511 000 000000	737 000 000000	244.08	INDIRECT /// SHOP SUPPLIES - STOCK ROOM /							
<b>LADTRU</b>	<b>LADD TRUCKING LLC</b>	<b>1023</b>	<b>10/11/2023</b>	11/11/2023	2,690.00		2,690.00	2,690.00		CURB / DRAINAGE REPAIRS
201 000 467 102 000013	775 000 000000	2,690.00	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / DRAINAGE / DRAINAGE / EROSION /							
		<b>1024</b>	<b>10/12/2023</b>	11/12/2023	3,550.00		3,550.00	3,550.00		DRAINAGE REPAIRS
201 000 467 102 000013	775 000 000000	3,550.00	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / DRAINAGE / DRAINAGE / EROSION /							

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Number	Name	Number	Date	Due Date	Amount	Amount	Amount	Amount	Lost	Comments
		<b>1025</b>	<b>10/12/2023</b>	11/12/2023	3,345.00		3,345.00	3,345.00		DRAINAGE REPAIRS
201 000 467 102 000013 775 000 000000			3,345.00	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / DRAINAGE / DRAINAGE / EROSION /						
		<b>1026</b>	<b>10/13/2023</b>	11/13/2023	2,015.00		2,015.00	2,015.00		CATCH BASINS
201 000 467 102 000013 815 000 000000			2,015.00	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / DRAINAGE / CATCH BASIN CLEANING/REPAIRS /						
		<b>1027</b>	<b>10/25/2023</b>	11/25/2023	3,543.25		3,543.25	3,543.25		CATCH BASINS
201 000 467 102 000013 815 000 000000			3,543.25	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / DRAINAGE / CATCH BASIN CLEANING/REPAIRS /						
					<b>15,143.25</b>		<b>15,143.25</b>	<b>15,143.25</b>		
<b>LIVCO2 LIVINGSTON COUNTY DRAIN</b>		<b>3704</b>	<b>10/19/2023</b>	11/19/2023	<b>1,299.57</b>		<b>1,299.57</b>	<b>1,299.57</b>		CULVERTS
201 000 467 102 000013 767 000 000000			1,299.57	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / DRAINAGE / CULVERT /						
<b>GROMARMARK D. GROSS</b>		<b>10272023</b>	<b>10/27/2023</b>	11/27/2023	<b>1,400.00</b>		<b>1,400.00</b>	<b>1,400.00</b>		BUILDING MAINTENANCE
201 000 515 000 000000 821 000 000000			1,400.00	ADIMINISTRATIVE EXPENSE / / / JANITORIAL SERVICES /						
<b>MEDLIF MEDMUTUAL LIFE</b>		<b>032363339-6</b>	<b>10/06/2023</b>	11/06/2023	<b>2,422.06</b>		<b>2,422.06</b>	<b>2,422.06</b>		STD / AD&D INSURANCE
201 000 513 000 000000 717 000 000000			2,422.06	DISTRIBUTIVE EXPENSE - FRINGE / / / LIFE & DISABILITY INSURANCE /						
<b>MHOUTI MHOG UTILITIES</b>		<b>002289000</b>	<b>10/02/2023</b>	11/02/2023	<b>872.88</b>		<b>872.88</b>	<b>872.88</b>		UTILITIES
201 000 515 000 000000 923 000 000000			872.88	ADIMINISTRATIVE EXPENSE / / / WATER & SEWAGE /						
<b>MICTRA MICHIGAN CAT</b>		<b>PD152727870</b>	<b>09/22/2023</b>	10/22/2023	38.79		38.79	38.79		BREATHER
201 000 000 000 000000 110 000 000000			38.79	/ / / PARTS /						
		<b>PD15318905</b>	<b>10/05/2023</b>	11/05/2023	125.20		125.20	125.20		WEAR STRIP
201 000 000 000 000000 110 000 000000			125.20	/ / / PARTS /						
		<b>PD15318911</b>	<b>10/05/2023</b>	11/05/2023	75.88		75.88	75.88		WEAR STRIP
201 000 000 000 000000 110 000 000000			75.88	/ / / PARTS /						
		<b>PD15318925</b>	<b>10/05/2023</b>	11/05/2023	295.92		295.92	295.92		WEAR STRIP
201 000 000 000 000000 110 000 000000			295.92	/ / / PARTS /						
		<b>PD15318934</b>	<b>10/05/2023</b>	11/05/2023	62.37		62.37	62.37		BEARING
201 000 000 000 000000 110 000 000000			62.37	/ / / PARTS /						
		<b>PD15329139</b>	<b>10/09/2023</b>	11/09/2023	207.28		207.28	207.28		WASHER / RING / SEAL
201 000 000 000 000000 110 000 000000			207.28	/ / / PARTS /						
		<b>PD15329140</b>	<b>10/09/2023</b>	11/09/2023	78.76		78.76	78.76		WASHER

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201 000 000 000 000000	110 000 000000		78.76	/// PARTS /						
		<b>PD15329141</b>	<b>10/09/2023</b>	11/09/2023	78.34		78.34	78.34		WASHER / SEAL
201 000 000 000 000000	110 000 000000		78.34	/// PARTS /						
		<b>PD15334559</b>	<b>10/10/2023</b>	11/10/2023	113.40		113.40	113.40		BEARING
201 000 000 000 000000	110 000 000000		113.40	/// PARTS /						
		<b>PD15350020</b>	<b>10/13/2023</b>	11/13/2023	362.60		362.60	362.60		FILTERS
201 000 000 000 000000	110 000 000000		362.60	/// PARTS /						
		<b>PD15356694</b>	<b>10/16/2023</b>	11/16/2023	1,037.90		1,037.90	1,037.90		PINION - WASHER
201 000 000 000 000000	108 000 000000		1,037.90	/// NON-INVENTORY /						
		<b>PD15356704</b>	<b>10/16/2023</b>	11/16/2023	14.99		14.99	14.99		LOCK NUT
201 000 000 000 000000	108 000 000000		14.99	/// NON-INVENTORY /						
		<b>PD15356705</b>	<b>10/16/2023</b>	11/16/2023	15.81		15.81	15.81		SEALS
201 000 000 000 000000	108 000 000000		15.81	/// NON-INVENTORY /						
		<b>PD15381044</b>	<b>10/23/2023</b>	11/23/2023	354.52		354.52	354.52		WEAR STRIP
201 000 000 000 000000	110 000 000000		354.52	/// PARTS /						
					<b>2,861.76</b>		<b>2,861.76</b>	<b>2,861.76</b>		
<b>MORSER MORGAN SITE SERVICES INC</b>		<b>SSINV0000694</b>	<b>09/29/2023</b>	10/29/2023	950.00		950.00	950.00		INSPECTIONS
201 000 511 000 000000	931 001 000000		950.00	INDIRECT /// BUILDING REPAIR - SHOP /						
		<b>SSINV0000695</b>	<b>09/29/2023</b>	10/29/2023	689.50		689.50	689.50		REPAIRS / SERVICE CALL
201 000 511 000 000000	931 001 000000		689.50	INDIRECT /// BUILDING REPAIR - SHOP /						
					<b>1,639.50</b>		<b>1,639.50</b>	<b>1,639.50</b>		
<b>MUNEMP MUNICIPAL EMPLOYEES</b>		<b>00148611-5</b>	<b>10/31/2023</b>	11/30/2023	<b>185,351.33</b>		<b>185,351.33</b>	<b>185,351.33</b>		MERS
201 000 513 000 000000	718 000 000000		185,351.33	DISTRIBUTIVE EXPENSE - FRINGE /// RETIREMENT (EMPR PORITION) /						
<b>MUNFAR MUNSELL FARMS</b>		<b>777592</b>	<b>10/11/2023</b>	11/11/2023	<b>720.00</b>		<b>720.00</b>	<b>720.00</b>		RYE
201 000 467 101 000017	773 001 000000		720.00	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / SEEDING/FENCING/MAIL BOXES / SEED /						
<b>VANNAN NANCY VANGILDER</b>		<b>9102023</b>	<b>10/20/2023</b>	11/20/2023	<b>2,613.75</b>		<b>2,613.75</b>	<b>2,613.75</b>		STRAW
201 000 467 101 000017	773 001 000000		2,613.75	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / SEEDING/FENCING/MAIL BOXES / SEED /						
<b>CONCEN OCCUPATIONAL HEALTH CENTERS OF</b>		<b>715056821</b>	<b>10/10/2023</b>	11/10/2023	<b>121.00</b>		<b>121.00</b>	<b>121.00</b>		PHYSICAL
201 000 513 000 000000	721 001 000000		121.00	DISTRIBUTIVE EXPENSE - FRINGE /// DOT PHYSICALS /						



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<b>ORCHIL OHM ADVISORS, INC.</b>		<b>68220</b>	<b>10/12/2023</b>	11/12/2023	11,992.65		11,992.65	11,992.65		COHOCTAH
201 000 460 000 0026AO 802 003 000079			11,992.65	PRIMARY STRUCTURE HEY MAINT / / COHOCTAH RD BRIDGE / DESIGN / Design Engineering						
		<b>68221</b>	<b>10/12/2023</b>	11/12/2023	3,275.00		3,275.00	3,275.00		BRIDGE INSPECTIONS
201 000 468 006 000042 819 000 000000			818.75	PRIMARY STRUCT MAINT CONSTRUCT / GREEN OAK TOWNSHIP / BRIDGE INSPECTION / BRIDGE INSPECTION /						
201 000 468 009 000042 819 000 000000			818.75	PRIMARY STRUCT MAINT CONSTRUCT / HARTLAND TOWNSHIP / BRIDGE INSPECTION / BRIDGE INSPECTION /						
201 000 498 004 000042 819 000 000000			818.75	LOCAL STRUCT MAINTENANCE / DEERFIELD TOWNSHIP / BRIDGE INSPECTION / BRIDGE INSPECTION /						
201 000 498 011 000042 819 000 000000			818.75	LOCAL STRUCT MAINTENANCE / ISOCO TOWNSHIP / BRIDGE INSPECTION / BRIDGE INSPECTION /						
		<b>68222</b>	<b>10/12/2023</b>	11/12/2023	5,817.75		5,817.75	5,817.75		FAUSSETT
201 000 460 000 0052AO 802 003 000079			5,817.75	PRIMARY STRUCTURE HEY MAINT / / FAUSSETT RD BRIDGE #5823 / DESIGN / Design Engineering						
		<b>68223</b>	<b>10/12/2023</b>	11/12/2023	2,319.00		2,319.00	2,319.00		PARSHALLVILLE
201 000 460 000 0053AO 802 003 000079			2,319.00	PRIMARY STRUCTURE HEY MAINT / / PARSHALLVILLE RD BRIDGE #5840 / DESIGN / Design Engineering						
		<b>68224</b>	<b>10/12/2023</b>	11/12/2023	3,575.50		3,575.50	3,575.50		RICKETT
201 000 490 000 5129BO 802 003 000079			3,575.50	LOCAL STRUCT HEAVY MAINTENANCE / / RICKETT RD BRIDGE #5862 / DESIGN / Design Engineering						
					<b>26,979.90</b>		<b>26,979.90</b>	<b>26,979.90</b>		
<b>OREAUT OREILLY AUTO PARTS</b>		<b>3360-195026</b>	<b>10/18/2023</b>	11/18/2023	128.84		128.84	128.84		WIPERS
201 000 000 000 000000 110 000 000000			83.90	/ / / PARTS /						
201 000 511 000 000000 737 000 000000			44.94	INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
		<b>3360-195096</b>	<b>10/18/2023</b>	11/18/2023	16.78		16.78	16.78		WIPERS
201 000 000 000 000000 110 000 000000			16.78	/ / / PARTS /						
					<b>145.62</b>		<b>145.62</b>	<b>145.62</b>		
<b>OVEDOO OVERHEAD DOOR OF LANSING</b>		<b>473960</b>	<b>10/16/2023</b>	11/16/2023	<b>775.00</b>		<b>775.00</b>	<b>775.00</b>		DOOR REPAIRS
201 000 511 000 000000 931 001 000000			775.00	INDIRECT / / / BUILDING REPAIR - SHOP /						
<b>PETBLA PB PLUMBING &amp; WATER CO</b>		<b>22244604</b>	<b>10/11/2023</b>	11/11/2023	<b>705.00</b>		<b>705.00</b>	<b>705.00</b>		FOUNTAIN
201 000 511 000 000000 931 000 000000			705.00	INDIRECT / / / BUILDING REPAIR/MAINTENANCE /						
<b>POMTIR POMP'S TIRE - FLINT</b>		<b>1510033954</b>	<b>10/04/2023</b>	11/04/2023	1,470.00		1,470.00	1,470.00		TIRES
201 000 000 000 000000 110 000 000000			1,395.00	/ / / PARTS /						
201 000 511 000 000000 747 000 000000			75.00	INDIRECT / / / TIRES AND TUBES /						
		<b>1510034064</b>	<b>10/11/2023</b>	11/11/2023	3,734.56		3,734.56	3,734.56		TIRES
201 000 000 000 000000 108 000 000000			3,734.56	/ / / NON-INVENTORY /						

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----- Vendor -----		----- Invoice -----		Gross	Discount	Net	Pay	Discount		
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		<b>1510034174</b>	<b>10/09/2023</b>	11/09/2023	291.00		291.00	291.00		TIRES
201 000 000 000 000000	110 000 000000		263.00	/ / / PARTS /						
201 000 511 000 000000	747 000 000000		28.00	INDIRECT / / / TIRES AND TUBES /						
		<b>1510034255</b>	<b>10/11/2023</b>	11/11/2023	1,704.00		1,704.00	1,704.00		TIRES
201 000 000 000 000000	108 000 000000		1,704.00	/ / / NON-INVENTORY /						
		<b>1510034338</b>	<b>10/13/2023</b>	11/13/2023	1,013.78		1,013.78	1,013.78		TIRES
201 000 000 000 000000	110 000 000000		1,013.78	/ / / PARTS /						
		<b>1510034389</b>	<b>10/16/2023</b>	11/16/2023	1,395.00		1,395.00	1,395.00		TIRES
201 000 000 000 000000	110 000 000000		1,395.00	/ / / PARTS /						
		<b>1510034512</b>	<b>10/19/2023</b>	11/19/2023	913.00		913.00	913.00		TIRES
201 000 000 000 000000	108 000 000000		913.00	/ / / NON-INVENTORY /						
					<b>10,521.34</b>		<b>10,521.34</b>	<b>10,521.34</b>		
<b>PRAER PREMIER AERIAL &amp; FLEET INSPECT</b>	<b>28613</b>		<b>10/17/2023</b>	11/17/2023	<b>2,100.00</b>		<b>2,100.00</b>	<b>2,100.00</b>		TRAINING
201 000 514 000 000000	842 000 000000		2,100.00	DISTRIBUTIVE EXPENSE - OTHER / / / TRAINING COSTS /						
<b>PRELAN PREMIERE LANDSCAPE SERVICES</b>	<b>24286</b>		<b>10/20/2023</b>	11/20/2023	875.00		875.00	875.00		HIGHLAND HILLS
201 000 489 013 5101BW 802 004 000092			875.00	LOCAL ROAD HEAVY MAINTENANCE / OCEOLA TOWNSHIP / HIGHLAND HILLS SUBDIVISION / PAYMENT TO CONTRACTOR / Payment to Contractor						
		<b>24287</b>	<b>10/20/2023</b>	11/20/2023	7,230.00		7,230.00	7,230.00		CLYDE
201 000 459 000 0059AW 802 004 000092			7,230.00	PRIMARY ROAD HEAVY MAINTENANCE / / CLYDE RD / PAYMENT TO CONTRACTOR / Payment to Contractor						
		<b>24288</b>	<b>10/20/2023</b>	11/20/2023	28,763.00		28,763.00	28,763.00		KATRINE HILLS
201 000 489 004 5107BW 802 004 000092			28,763.00	LOCAL ROAD HEAVY MAINTENANCE / DEERFIELD TOWNSHIP / KATRINE HILLS SUBDIVISION / PAYMENT TO CONTRACTOR / Payment to Contractor						
		<b>24289</b>	<b>10/20/2023</b>	11/20/2023	2,008.50		2,008.50	2,008.50		KATRINE HILLS
201 000 489 004 5107BW 802 004 000092			2,008.50	LOCAL ROAD HEAVY MAINTENANCE / DEERFIELD TOWNSHIP / KATRINE HILLS SUBDIVISION / PAYMENT TO CONTRACTOR / Payment to Contractor						
					<b>38,876.50</b>		<b>38,876.50</b>	<b>38,876.50</b>		
<b>PURCYL PURITY CYLINDER GASES, INC.</b>	<b>0001810614</b>		<b>10/16/2023</b>	11/16/2023	123.50		123.50	123.50		STOCK ROOM SUPPLIES
201 000 511 000 000000	737 000 000000		123.50	INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
		<b>0001813308</b>	<b>10/19/2023</b>	11/19/2023	147.72		147.72	147.72		WELDING SUPPLIES / PROPANE
201 000 511 000 000000	733 000 000000		121.40	INDIRECT / / / WELDING SUPPLIES /						
201 000 511 000 000000	935 003 000000		26.32	INDIRECT / / / SHOP EQUIPMENT (TOOLS) /						

Date 10/25/2023  
Time 12:23:16

## 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
					<b>271.22</b>		<b>271.22</b>	<b>271.22</b>		
<b>RANSER</b>	<b>RANDY'S SERVICE</b>	<b>I121560</b>	<b>10/20/2023</b>	11/20/2023	<b>1,172.68</b>		<b>1,172.68</b>	<b>1,172.68</b>		TIRES
	201 000 000 000 000000 108 000 000000		1,172.68	/ / / NON-INVENTORY /						
<b>RATSAF</b>	<b>RATHCO SAFETY SUPPLY, INC</b>	<b>179450</b>	<b>10/11/2023</b>	11/11/2023	3,288.00		3,288.00	3,288.00		SIGNS
	201 000 000 000 000000 109 003 000000		3,288.00	/ / / SIGNS /						
		<b>179451</b>	<b>10/11/2023</b>	11/11/2023	2,040.00		2,040.00	2,040.00		SIGNS
	201 000 514 000 000000 768 000 000000		2,040.00	DISTRIBUTIVE EXPENSE - OTHER / / / SIGNS /						
		<b>179452</b>	<b>10/11/2023</b>	11/11/2023	6,576.00		6,576.00	6,576.00		SIGNS
	201 000 000 000 000000 109 003 000000		6,576.00	/ / / SIGNS /						
					<b>11,904.00</b>		<b>11,904.00</b>	<b>11,904.00</b>		
<b>REEPET</b>	<b>REEFER PETERBILT</b>	<b>R294720</b>	<b>10/19/2023</b>	11/19/2023	<b>272.20</b>		<b>272.20</b>	<b>272.20</b>		FUEL CAP
	201 000 000 000 000000 110 000 000000		272.20	/ / / PARTS /						
<b>RHISEE</b>	<b>RHINO SEED AND LANDSCAPE</b>	<b>6011763</b>	<b>10/12/2023</b>	11/12/2023	<b>2,779.34</b>		<b>2,779.34</b>	<b>2,779.34</b>		SEED / WOOD ANCHORS
	201 000 467 101 000017 773 001 000000		2,779.34	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / SEEDING/FENCING/MAIL BOXES / SEED /						
<b>RIERIL</b>	<b>RIETH-RILEY CONST. CO., INC.</b>	<b>5106BW EST1</b>	<b>10/16/2023</b>	11/16/2023	358,938.84		358,938.84	358,938.84		CUNDY
	201 000 489 009 5106BW 802 004 000092		358,938.84	LOCAL ROAD HEAVY MAINTENANCE / HARTLAND TOWNSHIP / CUNDY RD / PAYMENT TO CONTRACTOR /						
				Payment to Contractor						
		<b>5106BW EST2</b>	<b>10/16/2023</b>	11/16/2023	17,000.00		17,000.00	17,000.00		CUNDY
	201 000 489 009 5106BW 802 004 000092		17,000.00	LOCAL ROAD HEAVY MAINTENANCE / HARTLAND TOWNSHIP / CUNDY RD / PAYMENT TO CONTRACTOR /						
				Payment to Contractor						
		<b>5122BW EST1</b>	<b>10/16/2023</b>	11/16/2023	536,895.18		536,895.18	536,895.18		MAXFIELD RD
	201 000 489 009 5112BW 802 004 000092		536,895.18	LOCAL ROAD HEAVY MAINTENANCE / HARTLAND TOWNSHIP / MAXFIELD RD / PAYMENT TO CONTRACTOR /						
				Payment to Contractor						
		<b>5124BW EST1</b>	<b>10/16/2023</b>	11/16/2023	500.00		500.00	500.00		BITTEN LAKE
	201 000 489 001 5124BW 802 004 000092		500.00	LOCAL ROAD HEAVY MAINTENANCE / BRIGHTON TOWNSHIP / BITTEN LK ESTATES / PAYMENT TO						
				CONTRACTOR / Payment to Contractor						
		<b>56AW EST1</b>	<b>10/16/2023</b>	11/16/2023	411,529.64		411,529.64	411,529.64		PLEASANT VALLEY
	201 000 459 000 0056AW 802 004 000092		411,529.64	PRIMARY ROAD HEAVY MAINTENANCE / / PLEASANT VALLEY ROAD / PAYMENT TO CONTRACTOR / Payment						
				to Contractor						
		<b>60AW EST 1</b>	<b>10/16/2023</b>	11/16/2023	580,943.13		580,943.13	580,943.13		CHILSON
	201 000 459 000 0060AW 802 004 000092		580,943.13	PRIMARY ROAD HEAVY MAINTENANCE / / CHILSON RD / PAYMENT TO CONTRACTOR / Payment to Contractor						

Date 10/25/2023  
Time 12:23:16

## 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
					<b>1,905,806.79</b>		<b>1,905,806.79</b>	<b>1,905,806.79</b>		
<b>ROAEQU ROAD EQUIPMENT PARTS</b>		<b>KL621241</b>	<b>10/16/2023</b>	11/16/2023	327.11		327.11	327.11		SLACK ADJ / FITTINGS
201 000 000 000 000000 110 000 000000			141.41	/ / / PARTS /						
201 000 511 000 000000 737 000 000000			185.70	INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
		<b>KL621242</b>	<b>10/16/2023</b>	11/16/2023	44.05		44.05	44.05		AIR LINE FITTINGS
201 000 511 000 000000 737 000 000000			44.05	INDIRECT / / / SHOP SUPPLIES - STOCK ROOM /						
		<b>KL621335</b>	<b>10/17/2023</b>	11/17/2023	118.25		118.25	118.25		SHOP EQUIPMENT
201 000 511 000 000000 935 003 000000			118.25	INDIRECT / / / SHOP EQUIPMENT (TOOLS) /						
					<b>489.41</b>		<b>489.41</b>	<b>489.41</b>		
<b>RONTRE RONALD'S TREE SERVICE, LLC</b>		<b>8481</b>	<b>10/17/2023</b>	11/17/2023	<b>400.00</b>		<b>400.00</b>	<b>400.00</b>		TREES
201 000 467 101 000016 811 000 000000			400.00	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / TREES / TREES /						
<b>ROSPES ROSE PEST SOLUTIONS</b>		<b>31097381</b>	<b>10/24/2023</b>	11/24/2023	<b>62.00</b>		<b>62.00</b>	<b>62.00</b>		PEST CONTROL
201 000 511 000 000000 931 001 000000			62.00	INDIRECT / / / BUILDING REPAIR - SHOP /						
<b>SEVELE SEVERANCE ELECTRIC CO.INC</b>		<b>12323</b>	<b>10/12/2023</b>	11/12/2023	13,582.69		13,582.69	13,582.69		SIGNALS
201 000 467 102 000023 841 000 000000			13,582.69	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / TRAFFIC SIGNAL / TRAFFIC SIGNALS /						
		<b>12324</b>	<b>10/12/2023</b>	11/12/2023	12,452.30		12,452.30	12,452.30		TRAFFIC SIGNALS
201 000 467 102 000023 841 000 000000			12,452.30	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / TRAFFIC SIGNAL / TRAFFIC SIGNALS /						
		<b>12325</b>	<b>10/12/2023</b>	11/12/2023	12,953.32		12,953.32	12,953.32		TRAFFIC SIGNALS
201 000 467 102 000023 841 000 000000			12,953.32	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS HARD SURFACE / TRAFFIC SIGNAL / TRAFFIC SIGNALS /						
					<b>38,988.31</b>		<b>38,988.31</b>	<b>38,988.31</b>		
<b>SNACRE SNAP-ON CREDIT SERVICES</b>		<b>130179930</b>	<b>10/11/2023</b>	11/11/2023	<b>81.25</b>		<b>81.25</b>	<b>81.25</b>		SCANNER SOFTWARE
201 000 511 000 000000 933 000 000000			81.25	INDIRECT / / / SHOP EQ-REPAIR/MAINTENANCE /						
<b>STAADV STAPLES ADVANTAGE</b>		<b>8071927041</b>	<b>10/13/2023</b>	11/13/2023	<b>164.73</b>		<b>164.73</b>	<b>164.73</b>		OFFICE SUPPLIES
201 000 515 000 000000 728 000 000000			164.73	ADIMINISTRATIVE EXPENSE / / / OFFICE SUPPLIES /						
<b>STAMH STATE OF MICHIGAN</b>		<b>21443CON</b>	<b>10/04/2023</b>	11/04/2023	<b>44,882.08</b>		<b>44,882.08</b>	<b>44,882.08</b>		FOWLERVILLE RD
201 000 000 000 000000 228 044 000000			44,882.08	/ / / FOWLERVILLE RD VB TO OVRPSS /						
<b>STASPR STATE SPRING ALIGNMENT &amp;</b>		<b>02P7922</b>	<b>10/13/2023</b>	11/13/2023	<b>422.29</b>		<b>422.29</b>	<b>422.29</b>		BUSHINGS

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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
201 000 000 000 000000	110 000 000000		422.29	/ / / PARTS /						
<b>WASSTE STEVEN WASYLK</b>		<b>BOOT REIMBURSEMENT</b>	<b>10/18/2023</b>	11/18/2023	<b>103.83</b>		<b>103.83</b>	<b>103.83</b>		BOOT REIMBURSEMENT
201 000 513 000 000000	724 000 000000		103.83	DISTRIBUTIVE EXPENSE - FRINGE / / / DISTRIBUTIVE FRINGE /						
<b>TETTEC TETRA TECH INC.</b>		<b>52141039</b>	<b>10/12/2023</b>	11/12/2023	5,423.01		5,423.01	5,423.01		GR & ST JOES SIGNAL
201 000 459 000 0043AS	802 003 000079		5,423.01	PRIMARY ROAD HEAVY MAINTENANCE / / GRAND RIVER @ ST. JOE WOODLAND / DESIGN / Design Engineering						
		<b>52141049</b>	<b>10/12/2023</b>	11/12/2023	5,641.39		5,641.39	5,641.39		GR & BURKHART SIGNAL
201 000 459 000 0042AS	802 003 000079		5,641.39	PRIMARY ROAD HEAVY MAINTENANCE / / GRAND RIVER AVE @ BURKHART / DESIGN / Design Engineering						
					<b>11,064.40</b>		<b>11,064.40</b>	<b>11,064.40</b>		
<b>TAPCOI TRAFFIC AND PARKING CONTROL CO</b>		<b>I764502</b>	<b>10/13/2023</b>	11/13/2023	<b>4,500.00</b>		<b>4,500.00</b>	<b>4,500.00</b>		WEATHER MONITORS
201 000 514 000 000000	823 000 000000		4,500.00	DISTRIBUTIVE EXPENSE - OTHER / / / MISC TO ROADS - A/P /						
<b>TRUTRI TRUCK &amp; TRAILER</b>		<b>HSO0 13303</b>	<b>10/20/2023</b>	11/20/2023	232.77		232.77	232.77		RELIEF
201 000 000 000 000000	110 000 000000		232.77	/ / / PARTS /						
		<b>HSO013863</b>	<b>10/12/2023</b>	11/12/2023	265.34		265.34	265.34		FITTINGS
201 000 000 000 000000	110 000 000000		265.34	/ / / PARTS /						
		<b>HSO013985</b>	<b>10/17/2023</b>	11/17/2023	116.21		116.21	116.21		FITTINGS
201 000 000 000 000000	108 000 000000		50.00	/ / / NON-INVENTORY /						
201 000 000 000 000000	110 000 000000		66.21	/ / / PARTS /						
		<b>HSO013993</b>	<b>10/20/2023</b>	11/20/2023	1,632.63		1,632.63	1,632.63		HOSE / FITTINGS
201 000 000 000 000000	110 000 000000		1,632.63	/ / / PARTS /						
		<b>HSO014017</b>	<b>10/20/2023</b>	11/20/2023	9.06		9.06	9.06		O RINGS
201 000 000 000 000000	110 000 000000		9.06	/ / / PARTS /						
					<b>2,256.01</b>		<b>2,256.01</b>	<b>2,256.01</b>		
<b>TYRPAR TYRONE PARTY STORE</b>		<b>LK-CC-2089</b>	<b>10/07/2023</b>	11/07/2023	<b>1,444.40</b>		<b>1,444.40</b>	<b>1,444.40</b>		FUEL
201 000 512 000 902098	743 000 000000		1,444.40	OPERATING / / MODEL 6110M / DIESEL FUEL # 2 /						
<b>UPS000 UPS</b>		<b>00001AT443413</b>	<b>10/14/2023</b>	11/14/2023	<b>40.84</b>		<b>40.84</b>	<b>40.84</b>		POSTAGE
201 000 515 000 000000	727 000 000000		40.84	ADIMINISTRATIVE EXPENSE / / / POSTAGE /						
<b>VERMID VERSALIFT - MIDWEST</b>		<b>61757</b>	<b>09/29/2023</b>	10/29/2023	<b>71,878.00</b>		<b>71,878.00</b>	<b>71,878.00</b>		DUMP BOX (2)

Date 10/25/2023  
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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
201 000 000 000 000000 108 000 000000		71,878.00	/ / / NON-INVENTORY /							
<b>WHICAP WHITE CAP LP</b>	<b>50024079391</b>	<b>10/11/2023</b>	<b>11/11/2023</b>	<b>500.00</b>		<b>500.00</b>	<b>500.00</b>			FABRIC
201 000 467 101 000013 767 000 000000		500.00	PRIMARY ROAD MAINTENANCE / PRIMARY ROADS GRAVEL / DRAINAGE / CULVERT /							
<b>Report Totals</b>					<b>2,775,305.96</b>		<b>2,775,305.96</b>	<b>2,775,305.96</b>		

Date 10/25/2023  
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Livingston County Road Commission  
AP - Check Register

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----- Check -----		----- Vendor -----		Check
Number	Date	Number	Name	Amount
94976	10/27/2023	OKEMOS	CD OKEMOS 10 LLC	16,641.95
94977	10/27/2023	VENDOR	CLINTON COUNTY ROAD COMMISSION	40.00
94978	10/27/2023	CONPO3	CONSUMERS ENERGY DAMAGE CLAIMS	6,808.61
94979	10/27/2023	CULEXC	CULVER EXCAVATING, INC.	40,580.00
94980	10/27/2023	DEECRE	DEER CREEK SALES, INC.	187.50
94981	10/27/2023	DETED1	DTE ENERGY	3,838.78
94982	10/27/2023	ELLSTA	ELLIOTT'S ALTERNATOR & STARTER	365.00
94983	10/27/2023	FYKWAS	FYKE WASHED SAND & GRAVEL INC.	1,358.51
94984	10/27/2023	GBMREC	GBM RECYCLED CONCRETE,CO.	5,097.26
94985	10/27/2023	GBMSAN	GBM SAND & GRAVEL, INC	5,232.00
94986	10/27/2023	GIEGLE	GIEGLER'S FEED-SEED	Void
94987	10/27/2023	GIEGLE	GIEGLER'S FEED-SEED	9,705.25
94988	10/27/2023	HOMDEP	HOME DEPOT CREDIT SERVICES	52.88
94989	10/27/2023	LIVCO2	LIVINGSTON COUNTY DRAIN COMMISSIONER - SU	1,299.57
94990	10/27/2023	GROMAR	MARK D. GROSS OR MDG INTERIOR MAINT. SERV.	1,400.00
94991	10/27/2023	MEDLIF	MEDMUTUAL LIFE	2,422.06
94992	10/27/2023	MHOUTI	MHOG UTILITIES GENOA TOWNSHIP	872.88
94993	10/27/2023	MUNEMP	MUNICIPAL EMPLOYEES RETIREMENT SYSTEM	185,351.33
94994	10/27/2023	MUNFAR	MUNSELL FARMS	720.00
94995	10/27/2023	VANNAN	NANCY VANGILDER	2,613.75
94996	10/27/2023	PETBLA	PB PLUMBING & WATER CO	705.00
94997	10/27/2023	RANSER	RANDY'S SERVICE	1,172.68
94998	10/27/2023	SNACRE	SNAP-ON CREDIT SERVICES	81.25
94999	10/27/2023	STAMII	STATE OF MICHIGAN DEPT. OF TRANSPORTATION	44,882.08
95000	10/27/2023	TAPCOI	TRAFFIC AND PARKING CONTROL CO TAPCO	4,500.00

Report Total 335,928.34

-----Remittance -----		----- Vendor -----		Remittance
Number	Date	Number	Name	Amount
1672	10/27/2023	1STAYD	1ST AYD CORPORATION	939.00
1673	10/27/2023	A&LSYS	A & L SYSTEMS	173.64
1674	10/27/2023	ADVAUT	ADVANCED AUTO PARTS	116.26
1675	10/27/2023	AISCON	AIS CONSTRUCTION EQ., INC	583.93
1676	10/27/2023	AJAMAT	AJAX MATERIALS CORP.	1,330.88
1677	10/27/2023	ALLCON	ALLIED CONSTRUCTION	104,056.65
1678	10/27/2023	SYNAMA	AMAZON CAPITAL SERVICES	42.54
1679	10/27/2023	AUTONE	AUTO ONE HOWELL	300.00
1680	10/27/2023	BANDIT	BANDIT INDUSTRIES INC	58,636.00
1681	10/27/2023	CE&APR	C. E. & A. PROF. SERV. CO.,INC	56.00
1682	10/27/2023	CHLSOL	CHLORIDE SOLUTIONS	752.72
1683	10/27/2023	CHRTRE	CHRIS` TREE SERVICE, LLC	31,500.00
1684	10/27/2023	CINFAS	CINTAS FIRST AID & SAFETY	637.45
1685	10/27/2023	COMCAR	COMERICA COMMERCIAL CARD SRVC	1,606.56
1686	10/27/2023	COMBAT	COMPLETE BATTERY SOURCE	19.96
1687	10/27/2023	CORREC	CORRIGAN RECORD STORAGE LLC	210.48
1688	10/27/2023	DALENG	DALE EAGLING	150.00
1689	10/27/2023	DAVTRE	DAVE'S TREE SERVICE	11,000.00
1690	10/27/2023	PODDAV	DAVID PODVOYSKI	150.00
1691	10/27/2023	DORSIG	DORNBOS SIGN & SAFETY, INC	3,945.60
1692	10/27/2023	DULSAL	DULTMEIER SALES	1,005.35
1693	10/27/2023	ESTSER	ESTATE SERVICES, INC.	962.00
1694	10/27/2023	FLINEW	FLINT NEW HOLLAND, INC.	919.86
1695	10/27/2023	GFLENV	GFL ENVIRONMENTAL	406.65
1696	10/27/2023	HUTSON	HUTSON, INC	63,000.00
1697	10/27/2023	INTBAT	INTERSTATE BATTERIES OF GREAT	627.89
1698	10/27/2023	INTTRU	INTERSTATE TRUCK SOURCE, INC.	1,520.00
1699	10/27/2023	JACTRU	JACKSON TRUCK SERVICE,INC	512.48
1700	10/27/2023	JOHPLU	JOHNSON PLUMBING AND	5,600.00
1701	10/27/2023	JRSSAN	JR'S SAND & GRAVEL, INC.	360.00
1702	10/27/2023	KIMMID	KIMBALL MIDWEST	244.08
1703	10/27/2023	LADTRU	LADD TRUCKING LLC	15,143.25
1704	10/27/2023	MICTRA	MICHIGAN CAT	2,861.76
1705	10/27/2023	MORSER	MORGAN SITE SERVICES INC	1,639.50
1706	10/27/2023	CONCEN	OCCUPATIONAL HEALTH CENTERS OF	121.00
1707	10/27/2023	ORCHIL	OHM ADVISORS, INC.	26,979.90
1708	10/27/2023	OREAUT	OREILLY AUTO PARTS	145.62
1709	10/27/2023	OVEDOO	OVERHEAD DOOR OF LANSING	775.00
1710	10/27/2023	POMTIR	POMP'S TIRE - FLINT	10,521.34
1711	10/27/2023	PREAER	PREMIER AERIAL & FLEET INSPECT	2,100.00
1712	10/27/2023	PRELAN	PREMIERE LANDSCAPE SERVICES	38,876.50
1713	10/27/2023	PURCYL	PURITY CYLINDER GASES, INC.	271.22
1714	10/27/2023	RATSAF	RATHCO SAFETY SUPPLY, INC	11,904.00
1715	10/27/2023	REEPET	REEFER PETERBILT	272.20
1716	10/27/2023	RHISEE	RHINO SEED AND LANDSCAPE	2,779.34
1717	10/27/2023	RIERIL	RIETH-RILEY CONST. CO., INC.	1,905,806.79
1718	10/27/2023	ROAEQU	ROAD EQUIPMENT PARTS	489.41
1719	10/27/2023	RONTRE	RONALD'S TREE SERVICE, LLC	400.00
1720	10/27/2023	ROSPES	ROSE PEST SOLUTIONS	62.00



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Livingston County Road Commission

AP - ACH Remittance Register

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-----Remittance -----		----- Vendor -----		Remittance
Number	Date	Number	Name	Amount
1721	10/27/2023	SEVELE	SEVERANCE ELECTRIC CO.INC	38,988.31
1722	10/27/2023	STAADV	STAPLES ADVANTAGE	164.73
1723	10/27/2023	STASPR	STATE SPRING ALIGNMENT &	422.29
1724	10/27/2023	WASSTE	STEVEN WASYLK	103.83
1725	10/27/2023	TETTEC	TETRA TECH INC.	11,064.40
1726	10/27/2023	TRUTR1	TRUCK & TRAILER	2,256.01
1727	10/27/2023	TYRPAR	TYRONE PARTY STORE	1,444.40
1728	10/27/2023	UPS000	UPS	40.84
1729	10/27/2023	VERMID	VERSALIFT - MIDWEST	71,878.00
1730	10/27/2023	WHICAP	WHITE CAP LP	500.00
Report Total				2,439,377.62

**October 26, 2023**

BALANCE ON HAND AND INVESTED	10/01/2023	\$19,898,578.48
PAYROLL WEEK ENDING	10/08/2023	(\$191,888.88)
GENERAL -	10/12/2023	(\$422,044.32)
CASH RECEIPTS, REVENUE VOUCHERS - INTEREST		<u>\$3,832,318.91</u>
AVAILABLE		\$23,116,964.19
GENERAL -	10/26/2023	(\$2,775,305.96)
PAYROLL WEEK ENDING	10/22/2023	(\$208,067.78)
CASH RECEIPTS, REVENUE VOUCHERS - INTEREST		<u>\$675,226.77</u>
BALANCE ON HAND AND INVESTED		<u><u>\$20,808,817.22</u></u>

**INVESTMENTS**

AMOUNT	TERMS	INTEREST	MATURITY DATE
\$1,500,000	103 DAYS @ 4.75%	20,385.42	11/08/23
\$1,500,000	116 DAYS @ 5.17%	24,988.33	11/21/23
\$425,000	110 DAYS @ 5.18%	6,634.65	11/21/23
\$200,000	89 DAYS @ 4.68%	2,314.00	11/21/23
\$275,000	119 DAYS @ 5.12%	4,590.46	12/07/23
\$1,000,000	133 DAYS @ 5.18%	18,875.06	12/14/23
\$500,000	112 DAYS @ 5.14%	7,886.02	12/14/23
\$275,000	133 DAYS @ 5.12%	5,130.52	12/21/23
\$1,000,000	147 DAYS @ 4.75%	19,395.30	12/28/23
\$1,000,000	126 DAYS @ 5.14%	17,743.56	12/28/23
\$300,000	133 DAYS @ 4.73%	5,242.41	01/04/24
\$1,500,000	127 DAYS @ 4.85%	25,664.58	01/11/24
\$300,000	134 DAYS @ 4.85%	5,415.83	01/18/24
\$1,800,000	140 DAYS @ 5.19%	35,832.32	01/25/24
\$300,000	125 DAYS @ 5.25%	5,468.75	02/01/24
\$1,000,000	147 DAYS @ 5.25%	21,437.50	02/08/24
\$300,000	134 DAYS @ 5.07%	5,661.50	02/15/24
\$1,600,000	153 DAYS @ 5.30%	36,040.00	02/29/24
\$300,000	148 DAYS @ 5.07%	6,253.00	02/29/24
\$1,700,000	162 DAYS @ 5.30%	40,545.00	03/14/24
\$1,500,000	168 DAYS @ 5.30%	37,100.00	03/28/24
\$500,000	182 DAYS @ 5.26%	13,113.97	04/11/24
\$1,000,000			04/11/24
\$1,000,000			04/25/24
<b>\$20,775,000</b>	<b>TOTAL</b>	<b>365,718.18</b>	

# Average Cash on Hand

