

## 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)

**March 14, 2023**

**MEMORANDUM TO:** Hamburg Township Board of Trustees

**FROM:** Steve Wasylk, Managing Director

**SUBJECT:** Project Agreement (s), Mercer Rd., Cowell Rd., Galatian Dr., Henry Rd., and Longworth Dr, Ardmore Ave., Cranmore Dr., Oreview Ave.

The enclosed project agreements has been prepared for your review and approval. Once approved, please have all copies signed by the Supervisor and Clerk and returned to our office marked for the attention of Cathy Jones. **PLEASE DO NOT DATE THE DOCUMENT(S).**

After submittal to the Board of County Road Commissioners for their approval, a dated fully executed copy of each agreement will be returned to you for your files.

SW/cj

enc: 2 copies of 5 agreement

cc: Trevor Bennett, Director of Operations

# PROJECT AGREEMENT

JOB NUMBER: 489.02 5115BV

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the TOWNSHIP of HAMBURG, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

## WITNESSETH

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

**MERCER ROAD  
(FROM CHILSON ROAD TO THE END)  
APPROXIMATELY 3,054 FEET  
TREE WORK, LIMITED DRAINAGE, LIMESTONE RESURFACING  
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Township shall pay the Road Commission 100% of the cost of the project, as follows:  
\$117,000.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The work will be completed within the current contract year, unless the parties otherwise so agree.
4. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF HAMBURG**

**BY:** \_\_\_\_\_  
**PATRICK J. HOHL, SUPERVISOR**

\_\_\_\_\_  
**MIKE DOLAN, CLERK**

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

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

\_\_\_\_\_  
**SARAH R. NEWTON, DIRECTOR OF FINANCE**

**PROJECT AGREEMENT**

**JOB NUMBER: 489.07.515BV**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the TOWNSHIP of HAMBURG, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

**WITNESSETH**

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

**MERCER ROAD  
(FROM CHILSON ROAD TO THE END)  
APPROXIMATELY 3,054 FEET  
TREE WORK, LIMITED DRAINAGE, LIMESTONE RESURFACING  
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Township shall pay the Road Commission 100% of the cost of the project, as follows:  
\$117,000.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The work will be completed within the current contract year, unless the parties otherwise so agree.
4. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF HAMBURG**

**BY: \_\_\_\_\_  
PATRICK J. HOHL, SUPERVISOR**

\_\_\_\_\_  
**MIKE DOLAN, CLERK**

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

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

\_\_\_\_\_  
**SARAH R. NEWTON, DIRECTOR OF FINANCE**

# PROJECT AGREEMENT

JOB NUMBER: 489-07.5113BV

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the TOWNSHIP of HAMBURG, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

## WITNESSETH

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

**COWELL ROAD  
(FROM HAMBURG ROAD TO PLEASANT LAKE ROAD)  
APPROXIMATELY 5,360 FEET  
LIMITED DRAINAGE, LIMESTONE RESURFACING  
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Township shall pay the Road Commission 100% of the cost of the project, as follows:  
\$193,000.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The work will be completed within the current contract year, unless the parties otherwise so agree.
4. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF HAMBURG**

**BY:** \_\_\_\_\_  
**PATRICK J. HOHL, SUPERVISOR**

\_\_\_\_\_  
**MIKE DOLAN, CLERK**

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

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

\_\_\_\_\_  
**SARAH R. NEWTON, DIRECTOR OF FINANCE**

# PROJECT AGREEMENT

JOB NUMBER: 489.07.5113.BV

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the TOWNSHIP of HAMBURG, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

## WITNESSETH

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

**COWELL ROAD  
(FROM HAMBURG ROAD TO PLEASANT LAKE ROAD)  
APPROXIMATELY 5,360 FEET  
LIMITED DRAINAGE, LIMESTONE RESURFACING  
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Township shall pay the Road Commission 100% of the cost of the project, as follows:  
\$193,000.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The work will be completed within the current contract year, unless the parties otherwise so agree.
4. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.



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

**TOWNSHIP OF HAMBURG**

**BY:** \_\_\_\_\_  
**PATRICK J. HOHL, SUPERVISOR**

\_\_\_\_\_  
**MIKE DOLAN, CLERK**

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

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

\_\_\_\_\_  
**SARAH R. NEWTON, DIRECTOR OF FINANCE**

# PROJECT AGREEMENT

JOB NUMBER: 489.07.5116BV

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the TOWNSHIP of HAMBURG, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

## WITNESSETH

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

GALATIAN DR  
(FROM M-36 TO THE END)  
APPROXIMATELY 3,210 FEET  
LIMITED DRAINAGE, LIMESTONE RESURFACING  
ALTOGETHER WITH THE NECESSARY RELATED WORK

The parties agree as follows:

1. The Township shall pay the Road Commission 100% of the cost of the project, as follows:  
\$91,000.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The work will be completed within the current contract year, unless the parties otherwise so agree.
4. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF HAMBURG**

**BY:** \_\_\_\_\_  
**PATRICK J. HOHL, SUPERVISOR**

\_\_\_\_\_  
**MIKE DOLAN, CLERK**

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

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

\_\_\_\_\_  
**SARAH R. NEWTON, DIRECTOR OF FINANCE**

# PROJECT AGREEMENT

JOB NUMBER: 489.07.5116 BV

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the TOWNSHIP of HAMBURG, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

## WITNESSETH

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

GALATIAN DR  
(FROM M-36 TO THE END)  
APPROXIMATELY 3,210 FEET  
LIMITED DRAINAGE, LIMESTONE RESURFACING  
ALTOGETHER WITH THE NECESSARY RELATED WORK

The parties agree as follows:

1. The Township shall pay the Road Commission 100% of the cost of the project, as follows:  
\$91,000.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The work will be completed within the current contract year, unless the parties otherwise so agree.
4. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF HAMBURG**

**BY: \_\_\_\_\_  
PATRICK J. HOHL, SUPERVISOR**

**\_\_\_\_\_  
MIKE DOLAN, CLERK**

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

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

**\_\_\_\_\_  
SARAH R. NEWTON, DIRECTOR OF FINANCE**

# PROJECT AGREEMENT

JOB NUMBER: 489.07.5117BV

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the TOWNSHIP of HAMBURG, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

## WITNESSETH

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

**HENRY ROAD  
(FROM M-36 TO PETTYSVILLE ROAD)  
APPROXIMATELY 2,900 FEET  
LIMITED DRAINAGE, LIMESTONE RESURFACING  
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Township shall pay the Road Commission 100% of the cost of the project, as follows:  
\$91,000.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The work will be completed within the current contract year, unless the parties otherwise so agree.
4. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF HAMBURG**

**BY: \_\_\_\_\_  
PATRICK J. HOHL, SUPERVISOR**

**\_\_\_\_\_  
MIKE DOLAN, CLERK**

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

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

**\_\_\_\_\_  
SARAH R. NEWTON, DIRECTOR OF FINANCE**

**PROJECT AGREEMENT**

**JOB NUMBER:** 489.07.5117BV

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the TOWNSHIP of HAMBURG, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

**WITNESSETH**

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

**HENRY ROAD  
(FROM M-36 TO PETTYSVILLE ROAD)  
APPROXIMATELY 2,900 FEET  
LIMITED DRAINAGE, LIMESTONE RESURFACING  
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Township shall pay the Road Commission 100% of the cost of the project, as follows:  
\$91,000.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The work will be completed within the current contract year, unless the parties otherwise so agree.
4. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.



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

**TOWNSHIP OF HAMBURG**

**BY: \_\_\_\_\_  
PATRICK J. HOHL, SUPERVISOR**

\_\_\_\_\_  
**MIKE DOLAN, CLERK**

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

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

\_\_\_\_\_  
**SARAH R. NEWTON, DIRECTOR OF FINANCE**

# PROJECT AGREEMENT

JOB NUMBER: 489.07.5114 BV

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the TOWNSHIP of HAMBURG, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

## WITNESSETH

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

LONGWORTH DR, ARDMORE AVE, CRANMORE DR, OREVIEW AVE  
(ENTIRE ROADS)  
APPROXIMATELY 4,113 FEET  
LIMITED DRAINAGE, LIMESTONE RESURFACING  
ALTOGETHER WITH THE NECESSARY RELATED WORK

The parties agree as follows:

1. The Township shall pay the Road Commission 100% of the cost of the project, as follows: \$139,000.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The work will be completed within the current contract year, unless the parties otherwise so agree.
4. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF HAMBURG**

**BY: \_\_\_\_\_**  
**PATRICK J. HOHL, SUPERVISOR**

\_\_\_\_\_  
**MIKE DOLAN, CLERK**

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

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

\_\_\_\_\_  
**SARAH R. NEWTON, DIRECTOR OF FINANCE**

# PROJECT AGREEMENT

JOB NUMBER: 489.07.5114B✓

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the TOWNSHIP of HAMBURG, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

## WITNESSETH

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

LONGWORTH DR, ARDMORE AVE, CRANMORE DR, OREVIEW AVE  
(ENTIRE ROADS)  
APPROXIMATELY 4,113 FEET  
LIMITED DRAINAGE, LIMESTONE RESURFACING  
ALTOGETHER WITH THE NECESSARY RELATED WORK

The parties agree as follows:

1. The Township shall pay the Road Commission 100% of the cost of the project, as follows:  
\$139,000.
  - A. The balance shall be paid promptly as invoiced.
  - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
  - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The work will be completed within the current contract year, unless the parties otherwise so agree.
4. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

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

**TOWNSHIP OF HAMBURG**

**BY: \_\_\_\_\_  
PATRICK J. HOHL, SUPERVISOR**

\_\_\_\_\_  
**MIKE DOLAN, CLERK**

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

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

\_\_\_\_\_  
**SARAH R. NEWTON, DIRECTOR OF FINANCE**