



AGENDA
OTSEGO COUNTY BOARD OF ROAD COMMISSIONERS
THURSDAY, JULY 09, 2026, AT 9:00 A.M.

ITEM 1 – CALL TO ORDER/PLEDGE OF ALLEGIANCE

ITEM 2 - ROLL CALL

ITEM 3 – AGENDA CHANGES/APPROVAL OF AGENDA

ITEM 4 – CONSENT CALENDAR

- A. Minutes: The Board approves the Regular Meeting Minutes dated June 11, 2026, and the Closed Meeting Minutes dated June 11, 2026.
- B. The Board approves Payroll #12 (\$86,085.17) and Payroll #13 (\$84,349.45).
- C. The Board approves Accounts Payable: C/6-2 (\$129,992.72) and C/7-1 (\$561,797.69), and the Accounts Payable Check Register dated 6/01/2026 to 6/30/2026.

ITEM 5 – GUEST SPEAKERS

- A. Neil Drzewiecki, Otsego County Board Liaison

ITEM 6 – PUBLIC COMMENT (AGENDA ITEMS ONLY)

ITEM 7– OLD BUSINESS/UNFINISHED BUSINESS

ITEM 8 – NEW BUSINESS

- A. MDOT Contract No. 26-5269 – Kujawa Road
- B. MDOT Contract No. 26-5282 – Dickerson/McCoy Roundabout
- C. Bid Award – Mancelona Road
- D. Bid Award – 2026 Local Road Projects
- E. Cost Share Agreement – Hayes Township
- F. Cost Share Agreement – Chester Township
- G. Cost Share Agreement – Otsego Lake Township
- H. Equipment Purchase – Loader w/Snowblower Attachment
- I. FY2026 Budget Amendment #1

ITEM 9 – STAFF REPORTS

- A. Managing Director, Engineer of Record/Operations Engineering Technician, Finance Manager, Facilities/Equipment Supervisor, Road Maintenance Supervisor

ITEM 10 – COMMUNICATIONS

- A. Upcoming OCRC Board Meeting Dates: August 13, 2026
- B. Otsego Conservation District

ITEM 11 – PUBLIC COMMENT (GENERAL COMMENTS/ADDRESS THE BOARD)

ITEM 12 – COMMISSIONER COMMENT

ITEM 13 – ADJOURNMENT



Otsego County Road Commission Agenda Item Report

FROM: Rebecca Hilmert, Finance Manager
MEETING DATE: July 9, 2026
AGENDA ITEM: 4 A.B.C
SUBJECT: Consent Calendar

DESCRIPTION

The purpose of the Consent Calendar is to expedite business by grouping non-controversial items together without discussion. Any member of the Commission, staff, or the public may ask that any item on the Consent Calendar be removed and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected.

If an item is not removed from the Consent Calendar, all items listed are approved by a single Commission action approving the Consent Calendar. The Finance Manager recommends the following items be approved:

- A. Minutes: The Board approves the Regular Meeting Minutes dated June 11, 2026, and the Closed Meeting Minutes dated June 11, 2026.
- B. The Board approves Payroll: #12 (\$86,085.17) and Payroll #13 (\$84,349.45).
- C. The Board approves Accounts Payable: C/6-2 (\$129,992.72), and C/7-1 (\$561,797.69) and the Accounts Payable Check Register dated 6/01/2026 to 6/30/2026.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** the July 9, 2026, consent calendar as presented.

UNAPPROVED
MINUTES for the
REGULAR MEETINGS OF THE
OTSEGO COUNTY ROAD COMMISSION
HELD ON THURSDAY, JUNE 11, 2026, AT 9:00 A.M.

ITEM 1 – CALL TO ORDER/PLEDGE OF ALLEGIANCE

- Meeting called to order by Chairman Huff, at 9:00 a.m. and Pledge of Allegiance.

ITEM 2 - ROLL CALL

- Upon roll call, the following Commissioners responded:
Camiller, Present
Gordon, Present
Heinz, Present
Huff, Present
Wagar, Present

ITEM 3 – AGENDA CHANGES/APPROVAL OF AGENDA

- Motion by Heinz to move Closed Session to 8.G, seconded by Gordon. Five ayes, no nays. Motion carried.
- Motion by Wager to approve the agenda as amended, seconded by Camiller. Five ayes, no nays. Motion carried.

ITEM 4 – CONSENT CALENDAR

- A. Minutes: The Board approves the Regular Meeting Minutes dated May 14, 2026.
- B. The Board approves Payroll #10 (\$89,303.19) and Payroll #11 (\$85,415.25).
- C. The Board approves Accounts Payable: C/5-2 (\$99,390.01), and C/6-1 (\$435,240.39), and the Accounts Payable Check Register dated 5/01/2026 to 5/31/2026.
- Motion by Camiller to approve June 11, 2026, Consent Calendar as presented, seconded by Heinz. Five ayes, no nays. Motion carried.

ITEM 5 – GUEST SPEAKERS

- A. Neil Drzewiecki, Otsego County Board Liaison, reported that the Otsego County audit is scheduled to be completed by June 30, 2026. Fiscal year 2023 and 2024 audits have been completed, prompting the release of \$900,000 being withheld by the State of Michigan due to noncompliance.

ITEM 6 – PUBLIC COMMENT

- A. Jim Rohde, Kassuba/O'Rourke Lake, addressed personal sums paid to a private company regarding Ice Storm of 2025 expenses and is looking for reimbursement. The board directed him to contact his state and federal legislatures for direction.
- B. Mary Sanders, Hayes Township Supervisor, thanked the board for the improvements to Hayes Tower and Old Alba Roads.

ITEM 7– OLD BUSINESS/UNFINISHED BUSINESS

- A. NONE

ITEM 8 – NEW BUSINESS

- A. Road Maintenance Supervisor Search Process
 - a. The board directed the Manager to advertise for the position but have a slow hiring process. Contacting an HR firm to help with the process was recommended to find the best possible fit.
- B. Union Contract Negotiation Process
 - a. The board directed the Manager to contract with the labor attorney for the negotiation process.
- C. Bid Award – Ice Control Sand
 - a. Motion by Heinz to award Ice Control Sand to Base Sand and Gravel, LLC, seconded by Camiller. Five ayes, no nays. Motion carried.

D. 2026 MCRC SIP Board of Directors Election

- a. **Motion by Heinz to submit the OCRC's vote for John Rogers and Gary Wemple for the Northern Region positions three-year term ending in 2029, and Brett Laughlin for the At-Large position three-year term ending in 2029 for the Michigan County Road Commission Self-Insurance Pool Board of Directors, seconded by Wagar. Five ayes, no nays. Motion carried.**

E. 2026 CRASIF Board of Trustees Election

- a. **Motion by Gordon to vote for Beth Hunt and Laurita Humphrey from the Southern Michigan Road Commissions region, and Tom Doty from the Upper Peninsula Road Builders Association region for the 2026 CRASIF Board of Trustees, seconded by Heinz. Five ayes, no nays. Motion carried.**

Commissioner Heinz excused for the remainder of the meeting at 10:05 a.m.

F. CLOSED SESSION

- a. **Motion by Camiller to enter into a closed session at 10:05 a.m. to consider material exempt from discussion or disclosure by State and Federal statute as permitted by MCL 15.268(h), seconded by Gordon. Four ayes, no nays. Motion carried.**
- b. **Motion by Gordon to come out of closed session, and enter back into open session at 11:25 a.m., seconded by Camiller. Four ayes, no nays. Motion carried.**

ITEM 9 – STAFF REPORTS

- A. Finance Manager updated the board on the FEMA grant submission for 2025 Ice Storm debris removal. The board directed the finance manager to work with any and all state and federal officials to recoup the maximum amount of funds available.
- B. Managing Director updated the board on two road maintenance technicians ending their probationary periods, and two new road maintenance technicians who were recently hired.
- C. Facilities/Equipment Supervisor updated the board on yearly PM inspections, and the need for a new loader/snowblower combo in the very near future.
- D. Road Maintenance Supervisor gave an update regarding potholes patching, various shoulder regravels, and ditching in Michaywe and Mapleleaf Subdivisions.
- E. Engineering Tech/Operations updated the board of the call log, dust control and pavement marking operations.

ITEM 10 – COMMUNICATIONS

- A. Upcoming OCRC Board Meeting Dates: July 9, 2026

ITEM 11 – PUBLIC COMMENT (GENERAL COMMENTS/ADDRESS THE BOARD)

- A. NONE

ITEM 12 – COMMISSIONER COMMENT

- A. Commissioner Wagar commented on the state of the I-75 overpass at Old 27 South.
- B. Commissioner Gordon requests that the engineers look for joint/log job issues on new projects.

ITEM 13 – ADJOURNMENT

- **Motion by Gordon to adjourn meeting at 11:58 a.m., seconded by Wagar. Four ayes, no nays. Motion carried.**

Troy Huff, Chairman

Rebecca Hilmert, Board Secretary

Payroll Gross for P/R of 6/11/2026

PR #12

6/9/2026

5/23/2026 to 6/5/2026

Emp Nbr and Name	Regular Hours	Total Hours	Gross Amt
277 Fox,David	80.00	80.00	\$3,033.60
287 Myers,Joseph	80.00	80.00	\$2,096.00
294 Mench,Steven	80.00	80.00	\$3,033.60
295 Boughner,Alan	80.00	80.00	\$2,096.00
299 Hinton,Justin	80.00	80.00	\$2,096.00
303 Coughlin Jr.,Thomas	80.00	80.00	\$2,096.00
307 Stiles,William	80.00	80.00	\$2,096.00
308 Wcisel,David	80.00	80.00	\$2,096.00
314 Kucharek,Joseph	80.00	80.00	\$2,300.00
316 Jones,Tianne	80.00	80.00	\$2,244.00
317 Mitchell Jr.,Dennis	80.00	80.00	\$2,096.00
318 Huff,Troy	0.00	0.00	\$909.09
321 Tracey,Benjamin	80.00	80.00	\$2,300.00
323 Falkenhagen,Robert	3.00	3.00	\$78.60
326 Heinz,Kathy	0.00	0.00	\$363.64
327 Garlock,Cody	80.00	80.00	\$2,096.00
328 Harrier,Kirk	80.00	80.00	\$4,221.61
329 Gordon,Lukas	0.00	0.00	\$863.64
331 Boettner,Cary	80.00	80.00	\$2,220.00
335 Pettis,Charles	80.00	80.00	\$1,916.00
336 Hilmert,Rebecca	80.00	80.00	\$2,775.20
337 Johnson,Zachary	80.00	80.00	\$2,096.00
338 Coady,Patrick	80.00	80.00	\$2,096.00
342 Alexander,Alexis	80.00	80.00	\$2,096.00
344 Mayle,Michael	80.00	80.00	\$2,096.00
346 Ford,Logan	80.00	80.00	\$2,096.00
347 Joyce,Caleb	80.00	80.00	\$2,096.00
348 Huff,Justin	80.00	80.00	\$2,096.00
349 Mathers,Andrew	80.00	80.00	\$2,096.00
350 Camiller,James	0.00	0.00	\$863.64
351 Nuell,Matthew	80.00	80.00	\$2,096.00
352 O'Rourke,Michael	80.00	80.00	\$2,096.00
353 Carpenter,Amber	80.00	80.00	\$2,096.00
354 Anderson,Drew	80.00	80.00	\$2,096.00
355 Hallenbeck,Kyle	80.00	80.00	\$2,220.00
356 Crane,Stefan	7.00	7.00	\$210.00
357 Dipzinski,Michael	80.00	80.00	\$2,800.00
358 Forrester,Kasi	80.00	80.00	\$2,846.40
359 Wagar,Thomas	0.00	0.00	\$863.64
360 Kilmer,Alexander	80.00	80.00	\$2,096.00
903 BANK,HORIZON	0.00	0.00	\$6,006.51
Total of Employee checks:	2,650.00	2,650.00	\$86,085.17

Gross Pay by Fund:

	Total
201	86,085.17
Total	86,085.17

Approved: July 9, 2026

Troy Huff, Chairman

Payroll Gross for P/R of 6/25/2026

PR #13

6/23/2026

6/6/2026 to 6/19/2026

Emp Nbr and Name	Regular Hours	Total Hours	Gross Amt
277 Fox,David	80.00	80.00	\$3,033.60
287 Myers,Joseph	80.00	80.00	\$2,096.00
294 Mench,Steven	80.00	84.00	\$3,261.12
295 Boughner,Alan	80.00	80.00	\$2,096.00
299 Hinton,Justin	80.00	80.00	\$2,096.00
303 Coughlin Jr.,Thomas	80.00	80.00	\$2,096.00
307 Stiles,William	80.00	80.00	\$2,096.00
308 Wcisel,David	80.00	80.00	\$2,096.00
314 Kucharek,Joseph	80.00	80.00	\$2,300.00
316 Jones,Tianne	80.00	80.00	\$2,244.00
317 Mitchell Jr.,Dennis	80.00	80.00	\$2,096.00
318 Huff,Troy	0.00	0.00	\$409.09
321 Tracey,Benjamin	80.00	80.00	\$2,300.00
323 Falkenhagen,Robert	30.00	30.00	\$786.00
326 Heinz,Kathy	0.00	0.00	\$363.64
327 Garlock,Cody	80.00	80.00	\$2,096.00
328 Hamier,Kirk	80.00	80.00	\$4,221.60
329 Gordon,Lukas	0.00	0.00	\$363.64
331 Boettner,Cary	80.00	80.00	\$2,220.00
335 Pettis,Charles	80.00	80.00	\$1,916.01
336 Hilmert,Rebecca	80.00	80.00	\$2,775.20
337 Johnson,Zachary	80.00	80.00	\$2,096.00
338 Coady,Patrick	80.00	80.00	\$2,096.00
342 Alexander,Alexis	80.00	80.00	\$2,096.00
344 Mayle,Michael	80.00	80.00	\$2,096.00
346 Ford,Logan	80.00	80.00	\$2,096.00
347 Joyce,Caleb	80.00	80.00	\$2,096.00
348 Huff,Justin	80.00	80.00	\$2,096.00
349 Mathers,Andrew	80.00	80.00	\$2,096.00
350 Camiller,James	0.00	0.00	\$363.64
351 Nuell,Matthew	58.00	58.00	\$1,519.60
352 O'Rourke,Michael	80.00	80.00	\$2,096.00
353 Carpenter,Amber	80.00	80.00	\$2,096.00
354 Anderson,Drew	80.00	80.00	\$2,096.00
355 Hallenbeck,Kyle	80.00	80.00	\$2,220.00
356 Crane,Stefan	8.00	8.00	\$240.00
357 Dipzinski,Michael	80.00	80.00	\$2,800.00
358 Forrester,Kasi	80.00	80.00	\$2,846.40
359 Wagar,Thomas	0.00	0.00	\$363.64
360 Kilmer,Alexander	80.00	80.00	\$2,096.00
903 BANK,HORIZON	0.00	0.00	\$5,882.27
Total of Employee checks:	2,656.00	2,660.00	\$84,349.45

Gross Pay by Fund:

	Total
201	84,349.45
Total	84,349.45

Approved: July 9, 2026

Troy Huff, Chairman

Payables Prepay Report
6-24-2026 Insurances & Utilities

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pav
Payment Type: ACH					
Vendor: HENNLESP: Henn Lesperance PLC					
16130	6/8/2026	Attorney Fees	747.00	0.00	747.00
Vendor Totals:			747.00	0.00	747.00
Vendor: MUTOMA: Mutual of Omaha					
002125165113	7/1/2026	Life/LTD/STD/Acc.	3,485.06	0.00	3,485.06
Vendor Totals:			3,485.06	0.00	3,485.06
Vendor: OCRC: Otsego County Road Commission					
6/16/26-6/22/26	6/21/2026	HRA Expense	704.15	0.00	704.15
6/9/26-6/15/26	6/14/2026	HRA Expense	3,140.99	0.00	3,140.99
Vendor Totals:			3,845.14	0.00	3,845.14
Vendor: OHMADV: OHM ADVISORS					
103597	6/1/2026	As Needed Engineering	18,900.00	0.00	18,900.00
103598	6/1/2026	Local Road Program	13,407.50	0.00	13,407.50
103599	6/1/2026	Local Road Program	12,431.00	0.00	12,431.00
103600	6/1/2026	Safety Project: County Wide Signs	783.50	0.00	783.50
Vendor Totals:			45,522.00	0.00	45,522.00
ACH Grand Totals:		4 ACH Vendors	53,599.20	0.00	53,599.20
Payment Type: EFTP					
Vendor: ATTMOBIL: AT&T Mobility					
287318351177X	6/6/2026	Foreman Phones, GPS	1,080.46	0.00	1,080.46
2873392526X06	6/6/2026	MDOT iPad	72.48	0.00	72.48
Vendor Totals:			1,152.94	0.00	1,152.94
Vendor: IRS: Internal Revenue Service					
GFS32211	6/12/2026	R. Falkenhagen	53.45	0.00	53.45
Vendor Totals:			53.45	0.00	53.45
EFTP Grand Totals:		2 EFTP Vendors	1,206.39	0.00	1,206.39
Payment Type: Checks					
Vendor: BCN: Blue Care Network of MI					
Check Nbr: 621945					
261600037435	6/9/2026	Health Insurance	59,918.34	0.00	59,918.34
Check Totals:			59,918.34	0.00	59,918.34
Vendor: CITYOFGA: City of Gaylord					
Check Nbr: 621946					
MCCO-000669-6	5/29/2026	Water/Sewer	334.01	0.00	334.01
Check Totals:			334.01	0.00	334.01
Vendor: DELTADEN: Delta Dental					
Check Nbr: 621947					
RIS0007083204	7/1/2026	Dental Insurance	3,501.44	0.00	3,501.44
Check Totals:			3,501.44	0.00	3,501.44
Vendor: GREATLA: Great Lakes Energy					
Check Nbr: 621948					
100269003	6/12/2026	TL@ Krys&McCoy	61.14	0.00	61.14
Check Totals:			61.14	0.00	61.14

Payables Prepay Report
6-24-2026 Insurances & Utilities

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pay
Vendor: HUMAN: Humana Insurance Co.					
Check Nbr: 621949					
692915218	6/14/2026	Retiree Health Insurance	11,038.79	0.00	11,038.79
Check Totals:			11,038.79	0.00	11,038.79
Vendor: USBANK: US Bank Equipment Finance					
Check Nbr: 621950					
583820840	6/7/2026	Office Copier	333.41	0.00	333.41
Check Totals:			333.41	0.00	333.41
Checks Grand Totals:		6 Checks	75,187.13	0.00	75,187.13
Grand Totals:		12 ACH Vendors/EFTP Vendors/Chc	129,992.72	0.00	129,992.72

Payables Prepay Report
7-9-2026 Board Pay

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pav
Payment Type: ACH					
Vendor: AIRGAS: AIRGAS USA, LLC					
5524924620	5/31/2026	Cylinder Rental	15.20	0.00	15.20
9172732464	6/9/2026	Welding Supply	1,099.70	0.00	1,099.70
Vendor Totals:			1,114.90	0.00	1,114.90
Vendor: ALMA: Alma Tire Service, Inc.					
517021725	2/10/2026	Credit Memo	-801.99	0.00	-801.99
517023494	6/16/2026	Tires	384.94	0.00	384.94
517023588	6/23/2026	Tires	374.32	0.00	374.32
517023616	6/25/2026	Tires	212.96	0.00	212.96
517023617	7/6/2026	Wheel & Tires	372.44	0.00	372.44
Vendor Totals:			542.67	0.00	542.67
Vendor: DORNBOS: Dornbos Sign, Inc.					
86891	6/17/2026	Signs	245.12	0.00	245.12
86935	6/19/2026	Signs	197.30	0.00	197.30
87030	6/25/2026	Signs	219.21	0.00	219.21
87031	6/25/2026	Signs	437.51	0.00	437.51
Vendor Totals:			1,099.14	0.00	1,099.14
Vendor: ELECTRIC: Electrical Terminal Service, Inc.					
2706942-00	6/17/2026	Bin Stock	109.40	0.00	109.40
Vendor Totals:			109.40	0.00	109.40
Vendor: FEDERALF: Federal Fluid Power, Inc.					
155842	6/16/2026	Hyd Hose	264.52	0.00	264.52
Vendor Totals:			264.52	0.00	264.52
Vendor: GAYLORDM: Gaylord Machine & Fabrication, LLC					
1286-18491	6/25/2026	Steel Flat Stock	26.32	0.00	26.32
Vendor Totals:			26.32	0.00	26.32
Vendor: GFLNA1: GFL Environmental					
LQ03515286	6/16/2026	Dust Control	28,924.25	0.00	28,924.25
LQ03529772	6/19/2026	Dust Control	20,566.50	0.00	20,566.50
Vendor Totals:			49,490.75	0.00	49,490.75
Vendor: J&HFAMIL: Exit 76 Corporation					
CP001449	6/30/2026	Fuel	30,231.80	0.00	30,231.80
Vendor Totals:			30,231.80	0.00	30,231.80
Vendor: LEWISTON: Lewiston Sand & Gravel					
39214	6/30/2026	23A Gravel	29,989.10	0.00	29,989.10
Vendor Totals:			29,989.10	0.00	29,989.10
Vendor: MICAT: Michigan CAT					
CC18763507	6/15/2026	Battery Core Credit	-108.00	0.00	-108.00
PD18759535	6/15/2026	Tail Light, Backup Camera	838.24	0.00	838.24
PD18771161	6/17/2026	Filters	683.95	0.00	683.95
PD18786511	6/22/2026	Breather Filter	32.92	0.00	32.92
SD18754851	6/12/2026	Center Pine & Bushing Repair	14,968.70	0.00	14,968.70
Vendor Totals:			16,415.81	0.00	16,415.81
Vendor: MIDSTATE: Mid-States Bolt & Screw Co.					
33102890	6/9/2026	MDOT 32 Delineator Maint.	-548.12	0.00	-548.12

Payables Prepay Report
7-9-2026 Board Pay

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pav
33103349	6/10/2026	Bin Stock	30.00	0.00	30.00
33103386	6/10/2026	Delineator Reflector Rivets	850.00	0.00	850.00
33107372	6/16/2026	Bolts	1.64	0.00	1.64
33109255	6/18/2026	Bin Stock	2.00	0.00	2.00
33110962	6/22/2026	Drill Bit	104.00	0.00	104.00
Vendor Totals:			439.52	0.00	439.52
Vendor: NORTHERN: Northern Energy, Inc.					
119346	6/30/2026	Anti-Freeze	223.50	0.00	223.50
120104	6/17/2026	Oil	430.80	0.00	430.80
Vendor Totals:			654.30	0.00	654.30
Vendor: OCRC: Otsego County Road Commission					
6/1/2026-6/30/26	6/30/2026	HRA Reimbursement	30.00	0.00	30.00
6/23/26-6/29/26	6/29/2026	HRA Reimbursement	385.08	0.00	385.08
6/30/26-7/6/26	7/5/2026	HRA Reimbursement	448.70	0.00	448.70
Vendor Totals:			863.78	0.00	863.78
Vendor: PREIN&NE: Prein & Newhof					
95946	5/8/2026	RAB Engineering	10,674.00	0.00	10,674.00
96733	6/11/2026	RAB Engineering	27,501.50	0.00	27,501.50
Vendor Totals:			38,175.50	0.00	38,175.50
Vendor: RIERIL: RIETH-RILEY CONSTRUCTION CO., INC.					
5314033	6/11/2026	Patching	739.11	0.00	739.11
5314075	6/15/2026	Pothole Patch	615.57	0.00	615.57
5314103	6/16/2026	Pothole Patch	2,813.02	0.00	2,813.02
5314129	6/17/2026	Pothole Patch	2,161.95	0.00	2,161.95
5314192	6/22/2026	Pothole Patch	2,032.02	0.00	2,032.02
5314195	6/22/2026	Marlette Road Shoulder Gravel	17,206.26	0.00	17,206.26
5314218	6/23/2026	Pothole Patch	2,154.14	0.00	2,154.14
5314235	6/24/2026	Marlette Road Shoulder Gravel	22,906.01	0.00	22,906.01
Vendor Totals:			50,628.08	0.00	50,628.08
Vendor: RONAUT: RONS AUTO & WRECKER					
163332	6/29/2026	Towing	145.00	0.00	145.00
Vendor Totals:			145.00	0.00	145.00
Vendor: SCIBRA: SCIENTIFIC BRAKE & EQUIP.					
0202162408	6/11/2026	Axle Gasket, Wheel Seals, Tarp Break	153.59	0.00	153.59
0202162459	6/12/2026	Headlight Bulb	16.33	0.00	16.33
0202162473	6/11/2026	Flag	39.68	0.00	39.68
0202162607	6/17/2026	Dust Shield	217.22	0.00	217.22
0202162754	6/23/2026	Suspension & U-Bolts	275.50	0.00	275.50
0202162832	6/18/2026	Tarp Bearing	26.52	0.00	26.52
0202162901	6/23/2026	Tarp Breaker	60.71	0.00	60.71
0202162945	6/22/2026	Brake Job	580.02	0.00	580.02
0202162959	6/23/2026	Suspension Air Bags	353.28	0.00	353.28
0202162985	6/25/2026	Suspension Air Bags	328.24	0.00	328.24
0202163020	6/23/2026	Air Dryer Valve	61.40	0.00	61.40
Vendor Totals:			2,112.49	0.00	2,112.49

Payables Prepay Report
7-9-2026 Board Pay

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pay
Vendor: SMITHHAU: Smith Haughey Rice & Reogge					
998905	7/1/2026	Legal Fees	664.00	0.00	664.00
Vendor Totals:			664.00	0.00	664.00
Vendor: STAPLES1: Staples					
7010218601	6/11/2026	Office Supply	5.10	0.00	5.10
Vendor Totals:			5.10	0.00	5.10
Vendor: STOOPS: Stoops Western Star of Michigan					
X317000880:01	6/10/2026	Shocks	95.36	0.00	95.36
X317000889:01	6/10/2026	Sensor ABS	44.50	0.00	44.50
X317001000:01	6/24/2026	Cab Air Bags	53.30	0.00	53.30
X317001041:01	7/6/2026	Steering Link	137.99	0.00	137.99
Vendor Totals:			331.15	0.00	331.15
Vendor: TRUTRA: TRUCK & TRAILER SPECIALTIES					
BSO031106	6/30/2026	Wing Shoes	7,919.25	0.00	7,919.25
Vendor Totals:			7,919.25	0.00	7,919.25
Vendor: VALTRU: VALLEY TRUCK PARTS, INC.					
3-1231188	6/22/2026	Drain Plugs	55.64	0.00	55.64
3-1231291	7/6/2026	Clutch Job	1,010.31	0.00	1,010.31
Vendor Totals:			1,065.95	0.00	1,065.95
Vendor: WILAUT: WILBER AUTOMOTIVE					
393646	6/8/2026	Core Deposit	-188.00	0.00	-188.00
394355	6/15/2026	Filters	122.03	0.00	122.03
394417	6/16/2026	Filters	251.63	0.00	251.63
394437	6/16/2026	Filters, Grease Gun Tip	77.63	0.00	77.63
394475	6/16/2026	Filters	233.65	0.00	233.65
394972	6/22/2026	Water Pump & Belt	238.69	0.00	238.69
394976	6/22/2026	Cab Filters	52.18	0.00	52.18
394992	6/22/2026	Thermostat	54.23	0.00	54.23
395296	6/24/2026	Battery	143.75	0.00	143.75
395305	6/24/2026	Battery Core	-18.00	0.00	-18.00
395381	6/25/2026	Bin Stock	72.79	0.00	72.79
395738	6/29/2026	Fan Belt	30.50	0.00	30.50
395884	6/30/2026	Filters	142.00	0.00	142.00
Vendor Totals:			1,213.08	0.00	1,213.08
ACH Grand Totals:		23 ACH Vendors	233,501.61	0.00	233,501.61
Payment Type: EFTP					
Vendor: FIRSTB: First National Bank of Omaha					
3604	6/29/2026	M. Dipzinski	221.67	0.00	221.67
8324	6/29/2026	R. Hilmert	625.33	0.00	625.33
9809	6/29/2026	S. Mench	45.36	0.00	45.36
Vendor Totals:			892.36	0.00	892.36
Vendor: MARATHON: WEX BANK					
113547273	6/30/2026	Fuel	1,239.31	0.00	1,239.31
Vendor Totals:			1,239.31	0.00	1,239.31

Payables Prepay Report
7-9-2026 Board Pay

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pay
Vendor: MERS: MERS of Michigan					
00180630-7	6/30/2026	Retirement	75,593.41	0.00	75,593.41
Vendor Totals:			75,593.41	0.00	75,593.41
EFTP Grand Totals:			77,725.08	0.00	77,725.08
3 EFTP Vendors					
Payment Type: Checks					
Vendor: ADVANCEE: Advance Electric					
Check Nbr: 621951					
435451	6/10/2026	Light Bulbs	26.91	0.00	26.91
435576	6/16/2026	Wall Plate	5.25	0.00	5.25
435747	6/25/2026	Light Bulbs	103.31	0.00	103.31
Check Totals:			135.47	0.00	135.47
Vendor: ALTAEQUI: Alta Equipment Company					
Check Nbr: 621952					
SP2/178736	6/18/2026	Tail Light	81.88	0.00	81.88
SP2/178947	6/22/2026	Light Bulbs	85.51	0.00	85.51
Check Totals:			167.39	0.00	167.39
Vendor: AUTOVALU: Auto Value of Gaylord					
Check Nbr: 621953					
259-592410	6/18/2026	Cut Off Wheels	69.98	0.00	69.98
259-593242	6/29/2026	Water Pump, Thermostat	225.55	0.00	225.55
259-593276	6/29/2026	Coolant Credit	-33.98	0.00	-33.98
Check Totals:			261.55	0.00	261.55
Vendor: BAUMHYDR: Baum Hydraulics Corporation					
Check Nbr: 621954					
2389478	6/23/2026	Hyd Hose	2,221.24	0.00	2,221.24
Check Totals:			2,221.24	0.00	2,221.24
Vendor: CINTAS: Cintas Corporation #729					
Check Nbr: 621955					
4272808021	6/17/2026	Uniforms, Floor Mats	100.43	0.00	100.43
4273543875	6/24/2026	Uniforms, Floor Mats	100.43	0.00	100.43
4274362583	7/1/2026	Uniforms, Floor Mats	104.39	0.00	104.39
Check Totals:			305.25	0.00	305.25
Vendor: CONSUME: Consumers Energy					
Check Nbr: 621956					
203145442364	6/30/2026	TL@27-WOLD	54.55	0.00	54.55
206971239902	6/22/2026	Electricity	2,152.16	0.00	2,152.16
Check Totals:			2,206.71	0.00	2,206.71
Vendor: CRAFCO: CRAFCO, Inc.					
Check Nbr: 621957					
9403749518	6/16/2026	Crack Seal	23,918.30	0.00	23,918.30
Check Totals:			23,918.30	0.00	23,918.30
Vendor: DONSTRAC: Don's Tractor & Equipment Sales					
Check Nbr: 621958					
92538	6/11/2026	Brake Master Cylinder	687.76	0.00	687.76
Check Totals:			687.76	0.00	687.76

Payables Prepay Report
7-9-2026 Board Pay

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pay
Vendor: DTEENERG: DTE Energy					
Check Nbr: 621959					
9100 208 4696 C	6/26/2026	Natural Gas	187.51	0.00	187.51
Check Totals:			187.51	0.00	187.51
Vendor: ELMIRAHE: ELMIRA OCCUPATIONAL HEALTH & MEDICINE					
Check Nbr: 621960					
00250594-00	4/30/2026	DOT Physical	110.00	0.00	110.00
00250873-00	5/10/2026	Pre-Employ Drug Testing	272.00	0.00	272.00
00252284-00	6/14/2026	DOT Physicals	471.00	0.00	471.00
00252555-00	6/21/2026	Pre-Employ Drug Testing	272.00	0.00	272.00
Check Totals:			1,125.00	0.00	1,125.00
Vendor: EVERON: EVERON, LLC					
Check Nbr: 621961					
161139066	6/11/2026	Fire Monitoring	291.60	0.00	291.60
Check Totals:			291.60	0.00	291.60
Vendor: FLINTNEW: Flint New Holland, Inc.					
Check Nbr: 621962					
IF25652	5/19/2026	Boom Mower Pin	159.31	0.00	159.31
IF26041	6/15/2026	Mower Parts	256.17	0.00	256.17
IF26186	6/18/2026	Mower Bearings & Shaft	1,494.12	0.00	1,494.12
IF26187	6/18/2026	Freight	36.00	0.00	36.00
Check Totals:			1,945.60	0.00	1,945.60
Vendor: GILLROY: Gill-Roys Hardware					
Check Nbr: 621963					
2606-786346	6/11/2026	Toilet Repair Parts	14.99	0.00	14.99
2606-831718	6/18/2026	Chainsaw Helmet	159.98	0.00	159.98
2606-878710	6/25/2026	Eye Bolts & Hooks	10.96	0.00	10.96
2607-957169	7/7/2026	Keys	15.16	0.00	15.16
Check Totals:			201.09	0.00	201.09
Vendor: GRANDT: Grand Traverse Mobile Communications					
Check Nbr: 621964					
63280	6/19/2026	2-Way Radios	1,598.16	0.00	1,598.16
Check Totals:			1,598.16	0.00	1,598.16
Vendor: LAWSONPR: Lawson Products, Inc.					
Check Nbr: 621965					
9313547901	6/11/2026	Nitrile Gloves	124.26	0.00	124.26
9313559280	6/16/2026	Ear Plugs	75.11	0.00	75.11
Check Totals:			199.37	0.00	199.37
Vendor: MARCOR: Marcor Technologies, LLC					
Check Nbr: 621966					
62345	6/15/2026	iCloud Storage	48.90	0.00	48.90
62368	6/22/2026	3rd Quarter Service Agreement	1,200.00	0.00	1,200.00
Check Totals:			1,248.90	0.00	1,248.90

Payables Prepay Report
7-9-2026 Board Pay

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pay
Vendor: MCRCSIP: MCRCSIP					
Check Nbr: 621967					
7535	5/27/2026	OCRC v B. Cook	1,000.00	0.00	1,000.00
Check Totals:			1,000.00	0.00	1,000.00
Vendor: MIKENWOR: Michigan Kenworth, LLC					
Check Nbr: 621968					
022P205832	6/15/2026	Engine Parts	4,129.73	0.00	4,129.73
022P205920	6/10/2026	CV Filter	209.02	0.00	209.02
022P205921	6/11/2026	Eng. Vent Filter	104.51	0.00	104.51
Check Totals:			4,443.26	0.00	4,443.26
Vendor: MIPAVEME: Michigan Pavement Markings, LLC					
Check Nbr: 621969					
otsego-2601	7/8/2026	Pavement Markings	168,272.27	0.00	168,272.27
Check Totals:			168,272.27	0.00	168,272.27
Vendor: NORTHFIR: Northwest Fire					
Check Nbr: 621970					
13537	4/27/2026	Fire Extinguisher Inspections/Maint.	1,999.50	0.00	1,999.50
Check Totals:			1,999.50	0.00	1,999.50
Vendor: OMSCOM: OMS Compliance Services					
Check Nbr: 621971					
125327	6/16/2026	PreEmploy Drug Testing	99.25	0.00	99.25
125406	6/17/2026	PreEmploy Drug Testing	99.25	0.00	99.25
Check Totals:			198.50	0.00	198.50
Vendor: OREILLY: O'Reilly Auto Parts					
Check Nbr: 621972					
5790-434036	6/17/2026	Tractor Brake Fluid	57.52	0.00	57.52
Check Totals:			57.52	0.00	57.52
Vendor: PAYDOL: PAYNE & DOLAN, INC.					
Check Nbr: 621973					
10-00061747	6/12/2026	Pothole Patch	11,176.20	0.00	11,176.20
10-00062389	6/19/2026	Pothole Patch	2,641.98	0.00	2,641.98
10-00063700	7/3/2026	Pothole Patch	2,545.20	0.00	2,545.20
Check Totals:			16,363.38	0.00	16,363.38
Vendor: SHINECLE: Shine Cleaning Service Inc.					
Check Nbr: 621974					
1407	7/1/2026	Rest Area Cleaning	11,479.14	0.00	11,479.14
Check Totals:			11,479.14	0.00	11,479.14
Vendor: STAELE: STANDARD ELECTRIC CO.					
Check Nbr: 621975					
S000305286.00	6/24/2026	Heat Pump	3,838.60	0.00	3,838.60
S000305286.00	7/1/2026	Freight for Heat Pump	231.68	0.00	231.68
Check Totals:			4,070.28	0.00	4,070.28
Vendor: WELLERTR: Weller Truck Parts					
Check Nbr: 621976					
403752392	7/6/2026	Transmission	8,275.18	0.00	8,275.18
403754996	7/7/2026	Trans. Core	-3,000.00	0.00	-3,000.00

Payables Prepay Report
7-9-2026 Board Pay

Invoice Nbr	Invoice Date	Description	Invoice Amount	Disc Taken	Amount To Pay
Check Totals:			5,275.18	0.00	5,275.18
Vendor: ZAREQU: ZAREMBA EQUIPMENT, INC.					
Check Nbr: 621977					
105235	7/2/2026	Eng Light/Emission Repairs	711.07	0.00	711.07
Check Totals:			711.07	0.00	711.07
Checks Grand Totals:			27 Checks	250,571.00	0.00
Grand Totals:			53 ACH Vendors/EFTP Vendors/Chc	561,797.69	0.00

Check Nbr	Check Date	Vendor Name	Net Amount
Automated Clearing House Payments			
ACH	06/11/2026	AIRGAS USA, LLC	15.20
ACH	06/11/2026	AIS Construction/Interstate Billing Service	209.23
ACH	06/11/2026	Alma Tire Service, Inc.	819.88
ACH	06/11/2026	Alma Tire Service, Inc.	819.88
ACH	06/11/2026	Alma Tire Service, Inc.	384.94
ACH	06/11/2026	Alma Tire Service, Inc.	833.88
ACH	06/11/2026	Alma Tire Service, Inc.	84.94
ACH	06/11/2026	Alma Tire Service, Inc.	125.34
ACH	06/11/2026	Black River Auto Glass	280.00
ACH	06/03/2026	Charter Communications	150.00
ACH	06/11/2026	Charter Communications	150.00
ACH	06/11/2026	Dornbos Sign, Inc.	701.32
ACH	06/11/2026	Dornbos Sign, Inc.	2,540.00
ACH	06/11/2026	Dornbos Sign, Inc.	613.28
ACH	06/11/2026	Dornbos Sign, Inc.	52.10
ACH	06/08/2026	ELT Investments LLC	1,876.40
ACH	06/11/2026	Gaylord Machine & Fabrication, LLC	372.37
ACH	06/11/2026	GFL Environmental	2,045.14
ACH	06/11/2026	GFL Environmental	42,391.50
ACH	06/24/2026	Henn Lesperance PLC	747.00
ACH	06/03/2026	Rebecca Hilmert	258.10
ACH	06/11/2026	Exit 76 Corporation	36,325.45
ACH	06/11/2026	Lewiston Sand & Gravel	37,051.30
ACH	06/11/2026	Michigan CAT	1,364.00
ACH	06/11/2026	Michigan CAT	18.85
ACH	06/11/2026	Michigan CAT	1,577.72
ACH	06/11/2026	Michigan CAT	(615.73)
ACH	06/11/2026	Michigan CAT	490.08
ACH	06/11/2026	Michigan CAT	762.95
ACH	06/11/2026	Michigan CAT	789.52
ACH	06/11/2026	Mid-States Bolt & Screw Co.	38.18
ACH	06/11/2026	Mid-States Bolt & Screw Co.	85.55
ACH	06/03/2026	Mutual of Omaha	3,522.52
ACH	06/24/2026	Mutual of Omaha	3,485.06
ACH	06/11/2026	Northern Energy, Inc.	2,849.15
ACH	06/03/2026	Otsego County Road Commission	284.30
ACH	06/03/2026	Otsego County Road Commission	1,110.17
ACH	06/03/2026	Otsego County Road Commission	8,112.36
ACH	06/11/2026	Otsego County Road Commission	98.68
ACH	06/11/2026	Otsego County Road Commission	30.00
ACH	06/24/2026	Otsego County Road Commission	3,140.99
ACH	06/24/2026	Otsego County Road Commission	704.15
ACH	06/11/2026	OHM ADVISORS	23,533.00
ACH	06/11/2026	OHM ADVISORS	1,074.00
ACH	06/24/2026	OHM ADVISORS	18,900.00

Check Nbr	Check Date	Vendor Name	Net Amount
ACH	06/24/2026	OHM ADVISORS	13,407.50
ACH	06/24/2026	OHM ADVISORS	12,431.00
ACH	06/24/2026	OHM ADVISORS	783.50
ACH	06/11/2026	RIETH-RILEY CONSTRUCTION CO., INC.	504.81
ACH	06/11/2026	RIETH-RILEY CONSTRUCTION CO., INC.	676.73
ACH	06/03/2026	ScanSource, Inc.	389.14
ACH	06/11/2026	SCIENTIFIC BRAKE & EQUIP.	151.59
ACH	06/11/2026	SCIENTIFIC BRAKE & EQUIP.	20.46
ACH	06/11/2026	SCIENTIFIC BRAKE & EQUIP.	462.55
ACH	06/11/2026	SCIENTIFIC BRAKE & EQUIP.	11.60
ACH	06/11/2026	SCIENTIFIC BRAKE & EQUIP.	50.16
ACH	06/11/2026	SCIENTIFIC BRAKE & EQUIP.	4,399.02
ACH	06/11/2026	SCIENTIFIC BRAKE & EQUIP.	96.72
ACH	06/11/2026	SCIENTIFIC BRAKE & EQUIP.	104.10
ACH	06/11/2026	SCIENTIFIC BRAKE & EQUIP.	(156.22)
ACH	06/11/2026	SCIENTIFIC BRAKE & EQUIP.	25.82
ACH	06/11/2026	SCIENTIFIC BRAKE & EQUIP.	1,281.86
ACH	06/11/2026	Smith Haughey Rice & Reogge	224.00
ACH	06/11/2026	Smith Haughey Rice & Reogge	288.00
ACH	06/11/2026	Staples	74.27
ACH	06/11/2026	Stoops Western Star of Michigan	29,367.43
ACH	06/11/2026	Stoops Western Star of Michigan	(187.50)
ACH	06/11/2026	Stoops Western Star of Michigan	57.59
ACH	06/11/2026	Stoops Western Star of Michigan	7.82
ACH	06/11/2026	Stoops Western Star of Michigan	26.65
ACH	06/11/2026	Stoops Western Star of Michigan	1,067.36
ACH	06/11/2026	Stoops Western Star of Michigan	11.92
ACH	06/11/2026	Stoops Western Star of Michigan	1,778.87
ACH	06/11/2026	Stoops Western Star of Michigan	50.16
ACH	06/11/2026	Stoops Western Star of Michigan	1,203.29
ACH	06/11/2026	Stoops Western Star of Michigan	59.75
ACH	06/11/2026	Stoops Western Star of Michigan	47,103.32
ACH	06/11/2026	TRUCK & TRAILER SPECIALTIES	1,368.14
ACH	06/11/2026	TRUCK & TRAILER SPECIALTIES	595.49
ACH	06/11/2026	Unique Paving Materials Corp.	14,992.43
ACH	06/11/2026	VREDEVELD HAEFNER LLC	1,000.00
ACH	06/11/2026	WILBER AUTOMOTIVE	53.89
ACH	06/11/2026	WILBER AUTOMOTIVE	572.63
ACH	06/11/2026	WILBER AUTOMOTIVE	31.34
ACH	06/11/2026	WILBER AUTOMOTIVE	782.64
ACH	06/11/2026	WILBER AUTOMOTIVE	22.77

Automated Clearing House Payments Totals:

1 Payments Listed

335,395.35

Electronic Funds Transfer Payments

EFTP	06/03/2026	AT&T Mobility	1,080.53
EFTP	06/03/2026	AT&T Mobility	72.48
EFTP	06/24/2026	AT&T Mobility	72.48

Check Nbr	Check Date	Vendor Name	Net Amount
EFTP	06/24/2026	AT&T Mobility	1,080.46
EFTP	06/11/2026	First National Bank of Omaha	175.13
EFTP	06/11/2026	First National Bank of Omaha	59.28
EFTP	06/11/2026	First National Bank of Omaha	157.80
EFTP	06/11/2026	First National Bank of Omaha	483.85
EFTP	06/11/2026	First National Bank of Omaha	7,448.41
EFTP	06/03/2026	Internal Revenue Service	30.54
EFTP	06/03/2026	Internal Revenue Service	76.36
EFTP	06/11/2026	Internal Revenue Service	53.45
EFTP	06/24/2026	Internal Revenue Service	53.45
EFTP	06/11/2026	WEX BANK	1,716.79
EFTP	06/11/2026	MERS of Michigan	75,966.51
Electronic Funds Transfer Payments Totals:		15 Payments Listed	88,527.52

Regular Checks Payments

621902	06/03/2026	Blue Care Network of MI	55,159.21
621903	06/03/2026	City of Gaylord	74.97
621904	06/03/2026	Consumers Energy	2,165.08
621905	06/03/2026	County Road Association Self-Insurance Fund	8,471.00
621906	06/03/2026	Delta Dental	3,294.24
621907	06/03/2026	DTE Energy	1,387.33
621908	06/03/2026	GFL Environmental	468.04
621909	06/03/2026	Great Lakes Energy	61.44
621910	06/03/2026	Humana Insurance Co.	11,038.79
621911	06/03/2026	Precision Forestry Inc	1,850.00
621912	06/03/2026	US Bank Equipment Finance	333.41
621913	06/11/2026	AB Tool	679.90
621914	06/11/2026	Action Traffic Maintenance Inc.	1,474.20
621915	06/11/2026	Advance Electric	89.83
621916	06/11/2026	Bauer Built Tire	19,656.04
621917	06/11/2026	Brady Industries	234.07
621918	06/11/2026	Cadillac Culvert Inc.	404.75
621919	06/11/2026	Cintas Corporation #729	501.70
621920	06/11/2026	Consumers Energy	54.87
621921	06/11/2026	Cynthia Miller	100.00
621922	06/11/2026	ELMIRA OCCUPATIONAL HEALTH & MEDICINE	382.00
621923	06/11/2026	Flint New Holland, Inc.	2,074.78
621924	06/11/2026	GFL Environmental	468.04
621925	06/11/2026	Gill-Roys Hardware	384.92
621926	06/11/2026	Hutson, Inc.	667.28
621927	06/11/2026	Jim Wernig Inc.	3.95
621928	06/11/2026	KM International	289.90
621929	06/11/2026	Marcor Technologies, LLC	146.32
621930	06/11/2026	Michigan Kenworth, LLC	2,106.64
621931	06/11/2026	Mister T's Glass	286.00
621932	06/11/2026	NORTHERN PROCESSING, LLC	2,400.00
621933	06/11/2026	Northwest Fire	663.00

Check Nbr	Check Date	Vendor Name	Net Amount
621934	06/11/2026	OMS Compliance Services	99.25
621935	06/11/2026	PAYNE & DOLAN, INC.	8,592.34
621936	06/11/2026	POSTMASTER	376.00
621937	06/11/2026	Quality Comfort Pros	10,730.08
621938	06/11/2026	Shine Cleaning Service Inc.	11,479.14
621939	06/11/2026	Snethkamp	11,476.23
621940	06/11/2026	SPARTAN SEWER & SEPTIC	660.00
621941	06/11/2026	STOUTENBURG ENTERPRISE	150.00
621942	06/11/2026	TED FESTERLING LLC	2,860.54
621943	06/11/2026	Weller Truck Parts	3,214.99
621944	06/11/2026	ZAREMBA EQUIPMENT, INC.	379.25
621945	06/24/2026	Blue Care Network of MI	59,918.34
621946	06/24/2026	City of Gaylord	334.01
621947	06/24/2026	Delta Dental	3,501.44
621948	06/24/2026	Great Lakes Energy	61.14
621949	06/24/2026	Humana Insurance Co.	11,038.79
621950	06/24/2026	US Bank Equipment Finance	333.41
Regular Checks Payments Totals:		49 Payments Listed	242,576.65
All Payments Grand Totals:		65 Payments Listed	666,499.52

Payment Totals By Fund:

Fund	Net Amount
201	666,499.52
Grand Totals	666,499.52



Otsego County Road Commission Agenda Item Report

FROM: Kirk Harrier, Managing Director
MEETING DATE: July 9, 2026
AGENDA ITEM: 8. A
SUBJECT: Resolution R26-3 (MDOT contract 26-5269 Kujawa Road)

DESCRIPTION

MDOT requires a resolution approving the contract between the Road Commission and MDOT for the Kujawa Road improvements. The work will consist of hot mix base crushing, shaping and paving including, aggregate shoulders, culvert replacement, guardrail, permanent signing and pavement markings along Kujawa Road from approximately 4350 feet north of Blahowiak Road to Marquardt Road; and all together with necessary related work. The complete MDOT contract is attached to this agenda item report.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION

Motion to **approve/deny** Resolution R26-3 as presented.

**OTSEGO COUNTY ROAD COMMISSION
RESOLUTION R26-3**

**A RESOLUTION APPROVING MDOT CONTRACT 25-5269 KUJAWA ROAD
CRUSHING, SHAPING, PAVING AND ALL TOGETHER WITH NECESSARY
RELATED WORK**

WHEREAS, the Otsego County Board of County Road Commissioners desires to improve Kujawa Road with hot mix base crushing, shaping and paving including, aggregate shoulders, culvert replacement, guardrail, permanent signing and pavement markings along Kujawa Road from approximately 4350 feet north of Blahowiak Road to Marquardt Road; and all together with necessary related work; and

WHEREAS, the Michigan Department of Transportation requires the Otsego County Board of County Road Commissioners to approve a contract for cost sharing for funding.

NOW, THEREFORE, BE IT RESOLVED that:

- 1.) Contract No. 25-5269, Control Section STL 69141, Job Number 119518CON, by and between the Michigan Department of Transportation and the Otsego County Board of County Road Commissioners is hereby accepted and the Managing Director, Kirk Harrier, is authorized to sign the said contract.
- 2.) All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, repealed.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

ADOPTED July 9, 2026

OTSEGO COUNTY ROAD COMMISSION

BY: _____
Troy Huff, Chair

CERTIFICATION

I, Rebecca Hilmert, the duly appointed Board Secretary of the Otsego County Road Commission, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Otsego County Board of Road Commissioners at a regular meeting held July 9, 2026, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

Rebecca Hilmert, Board Secretary

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

STP

DA

Control Section	STL 69141
Job Number	119518CON
Project	26A0650
CFDA Number	20.205 (Highway Research Planning & Construction)
Contract Number	26-5269

PART 1

THIS CONTRACT, consisting of PART 1 and PART 2 (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 OTSEGO, 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 Otsego County, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "1", dated June 18, 2026, attached hereto and made a part hereof:

Hot mix base crushing, shaping and paving including, aggregate shoulders, culvert replacement, guardrail, permanent signing and pavement markings along Kujawa Road from approximately 4350 feet north of Blahowiak Road to Marquardt Road; 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 1 and PART 2 refers to the United States Department of Transportation, Federal Highway Administration; and

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

SURFACE TRANSPORTATION PROGRAM

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

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

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

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

The Michigan Department of Environment, Great Lakes, and Energy, hereinafter referred to as "EGLE", 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 EGLE. 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.

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.

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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 2, Section 2 of this contract.

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

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

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

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

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 80 percent. 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 will be the sole responsibility of the REQUESTING PARTY.

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

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

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

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART 2 that are applicable to a Federally funded project.

In the event of any discrepancies between PART 1 and PART 2 of this contract, the provisions of PART 1 shall prevail.

Build America, Buy America Requirements (2 CFR Part 184 and 2 CFR 200.322) and 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 EGLE, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall

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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 EGLE 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.

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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 OTSEGO

By
Title

By
Title

MICHIGAN DEPARTMENT
OF TRANSPORTATION



By
for Department Director MDOT

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EXHIBIT 1

June 18, 2026

CONTROL SECTION	STL 69141
JOB NUMBER	119518CON
PROJECT	26A0650

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$876,450
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COST PARTICIPATION

Less Federal Funds	\$701,160
BALANCE (REQUESTING PARTY'S SHARE)	\$175,290

NO DEPOSIT

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

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DOT
BUREAU OF DEVELOPMENT
10-03-25

PART 2

STANDARD AGREEMENT PROVISIONS

SECTION 1 COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION 2 PROJECT ADMINISTRATION AND SUPERVISION

SECTION 3 ACCOUNTING AND BILLING

SECTION 4 MAINTENANCE AND OPERATION

SECTION 5 SPECIAL PROGRAM AND PROJECT CONDITIONS

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at Michigan.gov/MDOT-ADA.

10-06-25

SECTION 1
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 set forth in the sections of Title 2, Title 23, Title 29 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. 23 CFR 172: Procurement, Management, and Administration of Engineering and Design Related Service Contracts
 - b. 23 CFR 635 Subpart A: Contract Procedures
 - c. 29 CFR 97: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2. Construction
 - a. 2 CFR 184: Buy America Preferences for Infrastructure Projects
 - b. 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - c. 23 CFR 140 Subpart E: Administrative Settlement Costs-Contract Claims
 - d. 23 CFR 635 Subpart A: Contract Procedures
 - e. 23 CFR 635 Subpart B: Force Account Construction
 - f. 23 CFR 645 Subpart A: Utility Relocations, Adjustments and Reimbursement
 - g. 23 CFR 645 Subpart B: Accommodation of Utilities
 - h. 23 CFR 655 Subpart F: Traffic Control Devices on Federal-Aid and Other Streets and Highways
 - i. 29 CFR 97 Subpart C: Post Award Requirements
 - 3. Modification or Construction of Railroad Facilities
 - a. 23 CFR 140 Subpart I: Reimbursement for Railroad Work

b. 23 CFR 646 Subpart B: Railroad-Highway Projects

- C. The political subdivisions party to this contract on those Federally funded projects which exceed a total cost of One Hundred Thousand Dollars (\$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, unless such contract is exempt under the Clean Air Act, as amended (42 USC 7401 *et seq.*, as amended including Public Law 101-549), and under the Clean Water Act, as amended (33 USC 1251 *et seq.*, as amended, including Public Law 100-4), Executive Order 11738, and regulations in implementation thereof, is not listed on the date of the contract award, on the U.S. Environmental Protection Agency (EPA) Enforcement and Compliance History Online Database or Watch List.
 2. That they each agree to comply with all of the requirements of the Clean Air Act and the Clean Water 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 and the U.S. EPA, Assistance Administrator for Enforcement, of the receipt of any communication from the Director, Office of Federal Activities, EPA, 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 Enforcement and Compliance History Online Database or Watch List.
 4. That they each agree to include or cause to be included the requirements of the preceding three (3) paragraphs, in every nonexempt contract.
- 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 2
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. Therefore, 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 to cancel the PROJECT, 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, if applicable, 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 48 CFR Part 31, 23 CFR Part 140, 2 CFR 200, 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 Two Hundred Fifty Thousand Dollars (\$250,000.00) for preliminary engineering and/or construction engineering inspection and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" 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 Office of Rail 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 Public Act 299 of 1980, Section 339.2001, as well as in accordance with the provisions of policies 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 3 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 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 Bureau responsible 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.
- 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. 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.

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

Agencies expending a total of One Million Dollar (\$1,000,000.00) or more in FEDERAL funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The One Million Dollar (\$1,000,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.

Agencies expending less than One Million Dollars (\$1,000,000.00) in FEDERAL funds must submit a letter to the DEPARTMENT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of FEDERAL funds spent, the name(s) of the MDOT federal programs, and the Code of Federal Domestic Assistance (CFDA) grant number(s). This information must be submitted to:

Michigan Department of Transportation
Financial Operations Division Budget,
Outreach and Program Support Section
P. O. Box 30050
Lansing, MI 48909

Agencies must complete their single audits electronically through the Federal Audit Clearinghouse website www.fac.gov.

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

Agencies will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.

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

The DEPARTMENT or its representative may inspect, copy, scan, 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 requirements described in this section for all subcontracted work.

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 FHWA Guidelines.
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 FHWA Guidelines and the procedures of the DEPARTMENT.
 - a. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than One Thousand Dollars (\$1,000.00) shall be submitted to the DEPARTMENT unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".
 - b. 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.

4. 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.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will 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 Michigan Transportation Fund (MTF) and any applicable working capital deposit required by the REQUESTING PARTY. Receipt of progress payments from the REQUESTING PARTY of Federal Funds, State Local Bridge Funds, and Transportation Economic Development 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 One Thousand Dollars (\$1,000.00) will be made unless it is a final billing or combined with other REQUESTING PARTY projects. 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 as applicable.
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 therefore as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. 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 herein. 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, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days of notification, the DEPARTMENT, 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.
2. 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.
3. 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 2 CFR Part 200 requirements.
4. 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 4 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 23 CFR 645 Part B: 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 involving the mobility of bicyclists, 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 facilities constructed as the PROJECT except those for maintenance purposes or mobility for persons with disabilities.
- 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 5
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. 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.
- C. 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. 252-253 as amended, being Title 42 U.S.C. Sections 1981 and 2000d-2000d42 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.
- D. 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.

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Michigan Department
of Transportation
3971 (02/2026)

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 February 2026

APPENDIX B

TITLE VI ASSURANCE

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

- **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- withholding payments to the contractor under the contract until the contractor complies; and/or
 - cancelling, terminating, or suspending a contract, in whole or in part.
- **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant 64 thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

Revised September 2025

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)

- 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.).
- 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.

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Otsego County Road Commission Agenda Item Report

FROM: Kirk Harrier, Managing Director
MEETING DATE: July 9, 2026
AGENDA ITEM: 8. B
SUBJECT: Resolution R26-4 (MDOT contract 26-5282 Dickerson Road Roundabout)

DESCRIPTION

MDOT requires a resolution approving the contract between the Road Commission and MDOT for the Dickerson Road roundabout project. The work will consist of hot mix asphalt roundabout construction along Dickerson Road at Milbocker/McCoy Road, including traffic signal removal, earthwork, subbase and aggregate base, drainage, concrete center and splitter islands, curb and gutter, sidewalk, curb ramps, permanent signing and pavement markings; and all together with necessary related work. The complete MDOT contract is attached to this agenda item report.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION

Motion to **approve/deny** Resolution R26-4 as presented.

**OTSEGO COUNTY ROAD COMMISSION
RESOLUTION R26-4**

**A RESOLUTION APPROVING MDOT CONTRACT 25-5282 DICKERSON ROAD
ROUNDBOUT AND ALL TOGETHER WITH NECESSARY RELATED WORK**

WHEREAS, the Otsego County Board of County Road Commissioners desires to improve Dickerson Road at Milbocker/McCoy Road with hot mix asphalt roundabout construction including traffic signal removal, earthwork, subbase and aggregate base, drainage, concrete center and splitter islands, curb and gutter, sidewalk, curb ramps, permanent signing and pavement markings; and all together with necessary related work; and

WHEREAS, the Michigan Department of Transportation requires the Otsego County Board of County Road Commissioners to approve a contract for cost sharing for funding.

NOW, THEREFORE, BE IT RESOLVED that:

- 1.) Contract No. 25-5282, Control Section HSIP 69000, Job Number 222069CON, by and between the Michigan Department of Transportation and the Otsego County Board of County Road Commissioners is hereby accepted and the Managing Director, Kirk Harrier, is authorized to sign the said contract.
- 2.) All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, repealed.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

ADOPTED July 9, 2026

OTSEGO COUNTY ROAD COMMISSION

BY: _____
Troy Huff, Chair

CERTIFICATION

I, Rebecca Hilmert, the duly appointed Board Secretary of the Otsego County Road Commission, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Otsego County Board of Road Commissioners at a regular meeting held July 9, 2026, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

Rebecca Hilmert, Board Secretary

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HSIP

DA

Control Section	HSIP 69000
Job Number	222069CON
Project	26A0708
CFDA Number	20.205
	(Highway Research Planning & Construction)
Contract Number	26-5282

PART 1

THIS CONTRACT, consisting of PART 1 and PART 2 (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 OTSEGO, 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 Otsego County, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "1", dated June 17, 2026, attached hereto and made a part hereof:

Hot mix asphalt roundabout construction along Dickerson Road at Milbocker/McCoy Road, including traffic signal removal, earthwork, subbase and aggregate base, drainage, concrete center and splitter islands, curb and gutter, sidewalk, curb ramps, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

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

WHEREAS, the reference "FHWA" in PART 1 and PART 2 refers to the United States Department of Transportation, Federal Highway Administration; and

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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, hereinafter referred to as "EGLE", 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 EGLE. 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

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portions of the PROJECT. Such administration shall be in accordance with PART 2, Section 2 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) \$750,000 or (2) an amount such that 90 percent, the 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

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upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

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

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART 2 that are applicable to a Federally funded project.

In the event of any discrepancies between PART 1 and PART 2 of this contract, the provisions of PART 1 shall prevail.

Build America, Buy America Requirements (2 CFR Part 184 and 2 CFR 200.322) and 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 EGLE, 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 EGLE 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 FHWA 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

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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

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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 OTSEGO

By
Title

By
Title

MICHIGAN DEPARTMENT
OF TRANSPORTATION



By
for Department Director MDOT

09/06/90 STPLS.FOR 6/17/26

EXHIBIT 1

June 17, 2026

CONTROL SECTION	HSIP 69000
JOB NUMBER	222069CON
PROJECT	26A0708

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$1,245,025
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COST PARTICIPATION

Less Federal Funds*	\$750,000
BALANCE (REQUESTING PARTY'S SHARE)	\$495,025

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

NO DEPOSIT

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

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DOT
BUREAU OF DEVELOPMENT
10-03-25

PART 2

STANDARD AGREEMENT PROVISIONS

SECTION 1 COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION 2 PROJECT ADMINISTRATION AND SUPERVISION

SECTION 3 ACCOUNTING AND BILLING

SECTION 4 MAINTENANCE AND OPERATION

SECTION 5 SPECIAL PROGRAM AND PROJECT CONDITIONS

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at Michigan.gov/MDOT-ADA.

10-06-25

SECTION 1
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 set forth in the sections of Title 2, Title 23, Title 29 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. 23 CFR 172: Procurement, Management, and Administration of Engineering and Design Related Service Contracts
 - b. 23 CFR 635 Subpart A: Contract Procedures
 - c. 29 CFR 97: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2. Construction
 - a. 2 CFR 184: Buy America Preferences for Infrastructure Projects
 - b. 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - c. 23 CFR 140 Subpart E: Administrative Settlement Costs-Contract Claims
 - d. 23 CFR 635 Subpart A: Contract Procedures
 - e. 23 CFR 635 Subpart B: Force Account Construction
 - f. 23 CFR 645 Subpart A: Utility Relocations, Adjustments and Reimbursement
 - g. 23 CFR 645 Subpart B: Accommodation of Utilities
 - h. 23 CFR 655 Subpart F: Traffic Control Devices on Federal-Aid and Other Streets and Highways
 - i. 29 CFR 97 Subpart C: Post Award Requirements
 - 3. Modification or Construction of Railroad Facilities
 - a. 23 CFR 140 Subpart I: Reimbursement for Railroad Work

b. 23 CFR 646 Subpart B: Railroad-Highway Projects

- C. The political subdivisions party to this contract on those Federally funded projects which exceed a total cost of One Hundred Thousand Dollars (\$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, unless such contract is exempt under the Clean Air Act, as amended (42 USC 7401 *et seq.*, as amended including Public Law 101-549), and under the Clean Water Act, as amended (33 USC 1251 *et seq.*, as amended, including Public Law 100-4), Executive Order 11738, and regulations in implementation thereof, is not listed on the date of the contract award, on the U.S. Environmental Protection Agency (EPA) Enforcement and Compliance History Online Database or Watch List.
 2. That they each agree to comply with all of the requirements of the Clean Air Act and the Clean Water 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 and the U.S. EPA, Assistance Administrator for Enforcement, of the receipt of any communication from the Director, Office of Federal Activities, EPA, 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 Enforcement and Compliance History Online Database or Watch List.
 4. That they each agree to include or cause to be included the requirements of the preceding three (3) paragraphs, in every nonexempt contract.
- 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 2
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. Therefore, 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 to cancel the PROJECT, 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, if applicable, 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 48 CFR Part 31, 23 CFR Part 140, 2 CFR 200, 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 Two Hundred Fifty Thousand Dollars (\$250,000.00) for preliminary engineering and/or construction engineering inspection and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" 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 Office of Rail 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 Public Act 299 of 1980, Section 339.2001, as well as in accordance with the provisions of policies 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 3 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 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 Bureau responsible 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.
- 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. 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.

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

Agencies expending a total of One Million Dollar (\$1,000,000.00) or more in FEDERAL funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The One Million Dollar (\$1,000,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.

Agencies expending less than One Million Dollars (\$1,000,000.00) in FEDERAL funds must submit a letter to the DEPARTMENT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of FEDERAL funds spent, the name(s) of the MDOT federal programs, and the Code of Federal Domestic Assistance (CFDA) grant number(s). This information must be submitted to:

Michigan Department of Transportation
Financial Operations Division Budget,
Outreach and Program Support Section
P. O. Box 30050
Lansing, MI 48909

Agencies must complete their single audits electronically through the Federal Audit Clearinghouse website www.fac.gov.

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

Agencies will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.

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

The DEPARTMENT or its representative may inspect, copy, scan, 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 requirements described in this section for all subcontracted work.

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 FHWA Guidelines.
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 FHWA Guidelines and the procedures of the DEPARTMENT.
 - a. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than One Thousand Dollars (\$1,000.00) shall be submitted to the DEPARTMENT unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".
 - b. 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.

4. 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.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will 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 Michigan Transportation Fund (MTF) and any applicable working capital deposit required by the REQUESTING PARTY. Receipt of progress payments from the REQUESTING PARTY of Federal Funds, State Local Bridge Funds, and Transportation Economic Development 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 One Thousand Dollars (\$1,000.00) will be made unless it is a final billing or combined with other REQUESTING PARTY projects. 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 as applicable.
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 therefore as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. 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 herein. 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, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days of notification, the DEPARTMENT, 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.
2. 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.
3. 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 2 CFR Part 200 requirements.
4. 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 4 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 23 CFR 645 Part B: 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 involving the mobility of bicyclists, 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 facilities constructed as the PROJECT except those for maintenance purposes or mobility for persons with disabilities.
- 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 5
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. 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.
- C. 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. 252-253 as amended, being Title 42 U.S.C. Sections 1981 and 2000d-2000d42 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.
- D. 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.

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at Michigan.gov/MDOT-ADA.

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Michigan Department
of Transportation
3971 (02/2026)

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 February 2026

APPENDIX B

TITLE VI ASSURANCE

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

- **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- withholding payments to the contractor under the contract until the contractor complies; and/or
 - cancelling, terminating, or suspending a contract, in whole or in part.
- **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant 64 thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

Revised September 2025

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)

- 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.).
- 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.

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.



Otsego County Road Commission Agenda Item Report

FROM: Kirk Harrier, Managing Director
MEETING DATE: July 9, 2026
AGENDA ITEM: 8. C
SUBJECT: Bid Award Mancelona Road

DESCRIPTION

Engineer bid award recommendation for the Mancelona Road rehabilitation project (alternate 1 option) to Payne & Dolan in the amount of \$2,291,427.60. The project will consist of HMA base crushing and shaping and new asphalt.

SAMPLE MOTION

Motion to **approve/deny** engineers bid award recommendation for the Mancelona Road rehabilitation project (alternate 1 option) in the amount of \$2,291,497.60 to Payne & Dolan, Inc. and direct OHM Engineers to execute any necessary design cost reduction measures.



July 7, 2026

Kirk Harrier
Managing Director
Otsego County Road Commission
669 W McCoy Road
Gaylord, MI 49735

RE: **Mancelona Road Rehabilitation
Bid Evaluation Letter and Project Award Recommendation**

Dear Mr. Harrier:

Bids were received on June 25, 2026, at 9:00am at the Otsego County Road Commission for the Mancelona Road Rehabilitation project. OHM has reviewed the bids and attached the Bid Tabulation for your information. The bids received are as follows:

Contractor	TOTAL BID Alternate 1	TOTAL BID Alternate 2
Payne & Dolan, Inc.	\$2,291,427.60	\$1,379,185.90
J&N Construction, LLC	\$2,515,530.27	\$ -
Rieth-Riley Const. Co., Inc.	\$2,729,975.05	\$1,409,741.85
Engineer's Estimate	\$2,446,864.40	\$1,509,024.40

Alternate 1 consists of HMA base crushing and shaping with 4.5" of new HMA pavement. Alternate 2 consists of 1" HMA cold milling, a single course chip seal, and 2" HMA overlay.

All bidders are qualified and have a history of successful project completion with similar projects. OHM recommends award of **Alternate 1** for the **Mancelona Road Rehabilitation** project to the low bidder, **Payne & Dolan, Inc.**, at the bid price of **\$2,291,427.60**.

Sincerely,
OHM Advisors

A handwritten signature in blue ink that reads "Chris Powell".

Chris Powell, P.E.
Project Manager

**OTSEGO COUNTY ROAD COMMISSION
MANCERLONA ROAD REHABILITATION
BID TABULATION SHEET
25-Jun-26**

Bid Alternate 1

BASE BID					ENGINEER'S ESTIMATE		Payne & Dolan, Inc.		J&N Construction, LLC		Reith-Riley Const. Co., Inc.	
LINE	PAY ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
0001	1100001	Mobilization, Max 10%	LSUM	1.00	\$ 217,200.00	\$ 217,200.00	\$ 23,500.00	\$ 23,500.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
0002	2050010	Embankment, CIP	Cyd	436.00	\$ 15.00	\$ 6,540.00	\$ 25.60	\$ 11,161.60	\$ 15.00	\$ 6,540.00	\$ 35.00	\$ 15,260.00
0003	3027011	Approach Grading, Driveway	Syd	75.00	\$ 10.00	\$ 750.00	\$ 14.50	\$ 1,087.50	\$ 1.50	\$ 112.50	\$ 5.00	\$ 375.00
0004	3027011	Approach Grading, Intersection	Syd	1,467.00	\$ 15.00	\$ 22,005.00	\$ 2.15	\$ 3,154.05	\$ 1.50	\$ 2,200.50	\$ 3.00	\$ 4,401.00
0005	3050002	HMA Base Crushing and Shaping	Syd	85,287.00	\$ 1.50	\$ 127,930.50	\$ 0.50	\$ 42,643.50	\$ 1.75	\$ 149,252.25	\$ 2.00	\$ 170,574.00
0006	3070041	Approach CI III	Ton	127.00	\$ 25.00	\$ 3,175.00	\$ 46.50	\$ 5,905.50	\$ 0.01	\$ 1.27	\$ 45.00	\$ 5,715.00
0007	3070147	Shld, CI III, 5 inch	Syd	10,622.00	\$ 6.00	\$ 63,732.00	\$ 6.90	\$ 73,291.80	\$ 1.85	\$ 19,650.70	\$ 9.00	\$ 95,598.00
0008	512025	HMA Surface, Rem	Syd	75.00	\$ 6.00	\$ 450.00	\$ 12.20	\$ 915.00	\$ 8.00	\$ 600.00	\$ 5.00	\$ 375.00
0009	5012025	HMA, 4EML	Ton	11,929.00	\$ 80.00	\$ 954,320.00	\$ 90.00	\$ 1,073,610.00	\$ 89.00	\$ 1,061,681.00	\$ 89.00	\$ 1,061,681.00
0010	5012037	HMA, 5EML	Ton	9,552.00	\$ 84.00	\$ 802,368.00	\$ 93.25	\$ 890,724.00	\$ 92.00	\$ 878,784.00	\$ 92.00	\$ 878,784.00
0011	6050010	Curb Slp, HMA	Ft	3,611.00	\$ 1.00	\$ 3,611.00	\$ 0.75	\$ 2,708.25	\$ 0.15	\$ 541.65	\$ 0.15	\$ 541.65
0012	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	30,518.00	\$ 0.15	\$ 4,577.70	\$ 0.12	\$ 3,662.16	\$ 0.12	\$ 3,662.16	\$ 0.12	\$ 3,662.16
0013	8110233	Pavt Mrkg, Waterborne, 6 inch, White	Ft	42,768.00	\$ 0.15	\$ 6,415.20	\$ 0.18	\$ 7,698.24	\$ 0.18	\$ 7,698.24	\$ 0.18	\$ 7,698.24
0014	8110550	Protective Ovl, Snowmobile Trail Crossing	Syd	178.00	\$ 105.00	\$ 18,890.00	\$ 95.00	\$ 16,910.00	\$ 95.00	\$ 16,910.00	\$ 95.00	\$ 16,910.00
0015	8120170	Minor Traf Devices	LSUM	1.00	\$ 86,800.00	\$ 86,800.00	\$ 17,825.00	\$ 17,825.00	\$ 54,798.00	\$ 54,798.00	\$ 52,500.00	\$ 52,500.00
0016	8120370	Traf Regulator Control	LSUM	1.00	\$ 40,900.00	\$ 40,900.00	\$ 3,000.00	\$ 3,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
0017	8162001	Slope Restoration, Non-Freeway, Type A	Syd	9,340.00	\$ 2.50	\$ 23,350.00	\$ 3.85	\$ 34,091.00	\$ 3.70	\$ 34,558.00	\$ 4.00	\$ 37,360.00
0018	8210005	Monument Box	Ea	3.00	\$ 600.00	\$ 1,800.00	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00
0019	8210005	Monument Box, Adj	Ea	3.00	\$ 750.00	\$ 2,250.00	\$ 980.00	\$ 2,940.00	\$ 980.00	\$ 2,940.00	\$ 980.00	\$ 2,940.00
0020	8507042	Work Day	Wday	30.00	\$ 2,000.00	\$ 60,000.00	\$ 38.00	\$ 76,000.00	\$ 0.00	\$ -	\$ 50.00	\$ 100,000.00
TOTAL OF ALL BID ITEMS (AUDITED):					\$	2,446,864.40	\$	2,291,427.60	\$	2,515,530.27	\$	2,729,975.05
TOTAL OF ALL BID ITEMS (AS-READ):							\$	2,291,427.60	\$	2,515,530.27	\$	2,729,975.05
Percent Over/Under Estimate:								-6.35%		2.81%		11.57%

Bid Alternate 2

BASE BID					ENGINEER'S ESTIMATE		Payne & Dolan, Inc.		J&N Construction, LLC		Reith-Riley Const. Co., Inc.	
LINE	PAY ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
0001	1100001	Mobilization, Max 10%	LSUM	1.00	\$ 132,600.00	\$ 132,600.00	\$ 30,000.00	\$ 30,000.00		\$ -	\$ 81,775.00	\$ 81,775.00
0002	3070021	Approach CI II	Ton	50.00	\$ 35.00	\$ 1,750.00	\$ 62.00	\$ 3,100.00		\$ -	\$ 45.00	\$ 2,250.00
0003	3070121	Shld, CI II	Ton	585.00	\$ 30.00	\$ 17,550.00	\$ 38.15	\$ 22,317.75		\$ -	\$ 40.00	\$ 23,400.00
0004	5010002	Cold Milling HMA Surface	Syd	84,520.00	\$ 1.90	\$ 160,588.00	\$ 1.12	\$ 94,662.40		\$ -	\$ 1.05	\$ 88,746.00
0005	5012037	HMA, 5EML	Ton	9,375.00	\$ 85.00	\$ 796,875.00	\$ 93.50	\$ 876,562.50		\$ -	\$ 92.00	\$ 862,500.00
0006	5050001	Seal, Single Chip	Syd	83,820.00	\$ 2.75	\$ 230,505.00	\$ 2.87	\$ 240,563.40		\$ -	\$ 2.84	\$ 238,048.80
0007	8050010	Curb Slp, HMA	Ft	3,611.00	\$ 1.00	\$ 3,611.00	\$ 0.70	\$ 2,527.70		\$ -	\$ 0.15	\$ 541.65
0008	8110132	Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	30,518.00	\$ 0.15	\$ 4,577.70	\$ 0.12	\$ 3,662.16		\$ -	\$ 0.12	\$ 3,662.16

BASE BID					ENGINEER'S ESTIMATE		Payne & Dolan, Inc.		J&N Construction, LLC		Reith-Riley Const. Co., Inc.	
LINE	PAY ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
0009	8110233	Pavt Mrkg, Waterborne, 6 inch, White	Ft	42,768.00	\$ 0.15	\$ 6,415.20	\$ 0.18	\$ 7,698.24		\$ -	\$ 0.18	\$ 7,698.24
0010	8110550	Protective Ovl, Snowmobile Trail Crossing	Syd	178.00	\$ 105.00	\$ 18,690.00	\$ 95.00	\$ 16,910.00		\$ -	\$ 95.00	\$ 16,910.00
0011	8120170	Minor Traf Devices	LSUM	1.00	\$ 54,900.00	\$ 54,900.00	\$ 17,825.00	\$ 17,825.00		\$ -	\$ 20,000.00	\$ 20,000.00
0012	8120370	Traf Regulator Control	LSUM	1.00	\$ 24,900.00	\$ 24,900.00	\$ 4,500.00	\$ 4,500.00		\$ -	\$ 10,000.00	\$ 10,000.00
0013	8162001	Slope Restoration, Non-Freeway, Type A	Syd	805.00	\$ 2.50	\$ 2,012.50	\$ 7.35	\$ 5,916.75		\$ -	\$ 14.00	\$ 11,270.00
0014	8210001	Monument Box	Ea	3.00	\$ 600.00	\$ 1,800.00	\$ 200.00	\$ 600.00		\$ -	\$ 200.00	\$ 600.00
0015	8210005	Monument Box, Adj	Ea	3.00	\$ 750.00	\$ 2,250.00	\$ 780.00	\$ 2,340.00		\$ -	\$ 780.00	\$ 2,340.00
0016	8507042	Work Day	Wday	25.00	\$ 2,000.00	\$ 50,000.00	25.00	\$ 50,000.00		\$ -	20.00	\$ 40,000.00

TOTAL OF ALL BID ITEMS (AUDITED): \$ 1,509,024.40 \$ 1,379,185.90 \$ - \$ 1,409,741.85

TOTAL OF ALL BID ITEMS (AS-READ): \$ 1,379,185.90 \$ - \$ 1,409,741.85

Percent Over/Under Estimate: -8.60% -6.58%



Otsego County Road Commission Agenda Item Report

FROM: Kirk Harrier, Managing Director
MEETING DATE: July 9, 2026
AGENDA ITEM: 8. D
SUBJECT: Bid Award Local Road Projects

DESCRIPTION

Engineer bid award recommendation for the 2026 local road projects in conjunction with township financial participation. Projects include resurfacing (overlay) the following roads; Hayes Township – Mt Frederick Road; Otsego Lake Township – Opal Lake Road, Michaywe Drive, and Autumn Trail; and Chester Township – Island View Drive.

SAMPLE MOTION

Motion to **approve/deny** engineers bid award recommendations dated July 7 contingent on execution of township cost share agreements as follows:

- 1.) Hayes Township – Mt Frederick Road to Reith-Riley Construction Co., Inc for \$368,393.40
- 2.) Otsego Lake Township – Opal Lake Road, Michaywe Drive, and Autumn Trail to Payne & Dolan, Inc. for \$415,459.40
- 3.) Chester Township – Island View Drive to Payne & Dolan, Inc. for \$125,656.50



July 7, 2026

Kirk Harrier
Managing Director
Otsego County Road Commission
669 W McCoy Road
Gaylord, MI 49735

RE: **2026 Township Road Projects**
Bid Evaluation Letter and Project Award Recommendation

Dear Mr. Harrier:

Bids were received on July 6, 2026, at 9:00am at the Otsego County Road Commission for three road resurfacing projects: Hayes Township – Mt Frederick Road; Otsego Lake Township – Opal Lake Road, Michaywe Drive, and Autumn Trail; and Chester Township – Island View Drive. OHM has reviewed the bids and attached the Bid Tabulations for your information. The bids received are as follows:

Hayes Township – Mt Frederick Road Resurfacing

Contractor	TOTAL BID
Rieth-Riley Const. Co., Inc.	\$368,393.40
Payne & Dolan, Inc.	\$373,970.40
Engineer's Estimate	\$391,304.00

Project scope consists of HMA wedge and overlay, HMA and aggregate approaches, aggregate shoulders, and pavement markings.

All bidders are qualified and have a history of successful project completion with similar projects. OHM recommends award of the **Hayes Township – Mt Frederick Road Resurfacing** project to the low bidder, **Rieth-Riley Construction Co., Inc.**, at the bid price of **\$368,393.40**.



Otsego Lake Township Road Resurfacing (Opal Lake Road, Michaywe Drive, and Autumn Trail)

Contractor	TOTAL BID
Payne & Dolan, Inc.	\$415,459.40
Rieth-Riley Const. Co., Inc.	\$497,372.00
Engineer's Estimate	\$363,450.00

The Otsego Lake Township roads were combined into one project for bidding. Below is an approximate breakdown of cost per road based on the low bid:

Opal Lake Road	\$355,173.30
Michaywe Drive	\$29,731.00
Autumn Trail	\$30,555.10
TOTAL	\$415,459.40

Project scope consists of HMA overlay, HMA pavement repair, HMA and aggregate approaches, and aggregate shoulders.

Unit prices for specific items such as pavement removal, aggregate base, aggregate approach, and aggregate shoulder were significantly higher than estimated across all bidders, while HMA prices were moderately higher than estimated. A combination of the relatively small quantity of some items and the low production rate of the HMA pavement repair work likely led to the increased unit price of these items and ultimately a higher-than-expected construction cost.

All bidders are qualified and have a history of successful project completion with similar projects. OHM recommends award of the **Otsego Lake Township Road Resurfacing** project to the low bidder, **Payne & Dolan, Inc.**, at the bid price of **\$415,459.40**.

Chester Township – Island View Drive Resurfacing

Contractor	TOTAL BID
Payne & Dolan, Inc.	\$125,656.50
Rieth-Riley Const. Co., Inc.	\$130,901.00
Engineer's Estimate	\$83,248.00

Project scope consists of HMA overlay, HMA pavement repair, HMA and aggregate approaches, and aggregate shoulders.

Unit prices for specific items such as pavement removal, excavation, aggregate base, aggregate approach, aggregate shoulder, HMA, and traffic control were significantly higher than estimated across all bidders. A



combination of the relatively small quantity of some items, the low production rate of the HMA pavement repair work, and the overall short project length likely led to the increased unit price of these items and ultimately a higher-than-expected construction cost.

All bidders are qualified and have a history of successful project completion with similar projects. OHM recommends award of the **Chester Township – Island View Drive Resurfacing** project to the low bidder, **Payne & Dolan, Inc.**, at the bid price of **\$125,656.50**.

Sincerely,
OHM Advisors

A handwritten signature in blue ink, reading "Chris Powell".

Chris Powell, P.E.
Project Manager

**OTSEGO COUNTY ROAD COMMISSION
MT FREDERICK ROAD RESURFACING
BID TABULATION SHEET**

6-Jul-26

BASE BID					ENGINEER'S ESTIMATE		Rieth-Riley		Payne & Dolan	
LINE	PAY ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
0001	1100001	Mobilization, Max	LSUM	1.00	\$ 33,800.00	\$ 33,800.00	\$ 35,000.00	\$ 35,000.00	\$ 13,400.00	\$ 13,400.00
0002	3070021	Approach, CI II	Ton	18.00	\$ 30.00	\$ 540.00	\$ 18.00	\$ 324.00	\$ 52.00	\$ 936.00
0003	3070121	Shld, CI II	Ton	1,007.00	\$ 28.00	\$ 28,196.00	\$ 18.00	\$ 18,126.00	\$ 32.00	\$ 32,224.00
0004	5010008	Pavt for Butt Joints, Rem	Syd	375.00	\$ 12.00	\$ 4,500.00	\$ 5.00	\$ 1,875.00	\$ 14.00	\$ 5,250.00
0005	5012036	HMA, 5EL	Ton	3,296.00	\$ 84.00	\$ 276,864.00	\$ 85.00	\$ 280,160.00	\$ 87.00	\$ 286,752.00
0006	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	13,020.00	\$ 0.20	\$ 2,604.00	\$ 0.12	\$ 1,562.40	\$ 0.12	\$ 1,562.40
0007	8120170	Minor Traf Devices	LSUM	1.00	\$ 15,800.00	\$ 15,800.00	\$ 11,000.00	\$ 11,000.00	\$ 9,500.00	\$ 9,500.00
0008	8120370	Traf Regulator Control	LSUM	1.00	\$ 6,300.00	\$ 6,300.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00
0009	8210001	Monument Box	Ea	2.00	\$ 600.00	\$ 1,200.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00
0010	8210005	Monument Box, Adj	Ea	2.00	\$ 750.00	\$ 1,500.00	\$ 1,223.00	\$ 2,446.00	\$ 1,223.00	\$ 2,446.00
0011	8507042	_Work Day	Wday	10.00	\$ 2,000.00	\$ 20,000.00	7.00	\$ 14,000.00	10.00	\$ 20,000.00
TOTAL OF ALL BID ITEMS (AUDITED):					\$	391,304.00	\$	368,393.40	\$	373,970.40
TOTAL OF ALL BID ITEMS (AS-READ):							\$	368,393.40	\$	373,970.40
Percent Over/Under Estimate								-5.85%		-4.43%

**OTSEGO COUNTY ROAD COMMISSION
OTSEGO LAKE TOWNSHIP ROAD RESURFACING
BID TABULATION SHEET
6-Jul-26**

BASE BID					ENGINEER'S ESTIMATE		Payne & Dolan		Rieth-Riley	
LINE	PAY ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
0001	1100001	Mobilization, Max	LSUM	1.00	\$ 31,200.00	\$ 31,200.00	\$ 16,500.00	\$ 16,500.00	\$ 46,750.00	\$ 46,750.00
0002	2040050	Pavt, Rem	Syd	156.00	\$ 12.00	\$ 1,872.00	\$ 68.00	\$ 10,608.00	\$ 52.00	\$ 8,112.00
0003	2050016	Excavation, Earth	Cyd	80.00	\$ 20.00	\$ 1,600.00	\$ 78.50	\$ 6,280.00	\$ 20.00	\$ 1,600.00
0004	3020001	Aggregate Base	Ton	209.00	\$ 30.00	\$ 6,270.00	\$ 60.20	\$ 12,581.80	\$ 90.00	\$ 18,810.00
0005	3070021	Approach, CI II	Ton	11.00	\$ 30.00	\$ 330.00	\$ 65.00	\$ 715.00	\$ 82.00	\$ 902.00
0006	3077031	Shld, CI II, Mod	Ton	1,086.00	\$ 30.00	\$ 32,580.00	\$ 41.50	\$ 45,069.00	\$ 47.00	\$ 51,042.00
0007	5010005	HMA Surface, Rem	Syd	474.00	\$ 10.00	\$ 4,740.00	\$ 12.90	\$ 6,114.60	\$ 28.00	\$ 13,272.00
0008	5010008	Pavt for Butt Joints, Rem	Syd	606.00	\$ 12.00	\$ 7,272.00	\$ 25.00	\$ 15,150.00	\$ 19.00	\$ 11,514.00
0009	5010025	Hand Patching	Ton	86.00	\$ 150.00	\$ 12,900.00	\$ 155.00	\$ 13,330.00	\$ 215.00	\$ 18,490.00
0010	5012036	HMA, 5EL	Ton	2,654.00	\$ 84.00	\$ 222,936.00	\$ 96.50	\$ 256,111.00	\$ 100.00	\$ 265,400.00
0011	8120170	Minor Traf Devices	LSUM	1.00	\$ 14,600.00	\$ 14,600.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
0012	8120370	Traf Regulator Control	LSUM	1.00	\$ 5,800.00	\$ 5,800.00	\$ 1,500.00	\$ 1,500.00	\$ 7,000.00	\$ 7,000.00
0013	8210001	Monument Box	Ea	1.00	\$ 600.00	\$ 600.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
0014	8210005	Monument Box, Adj	Ea	1.00	\$ 750.00	\$ 750.00	\$ 1,300.00	\$ 1,300.00	\$ 1,280.00	\$ 1,280.00
0015	8507042	_Work Day	Wday	10.00	\$ 2,000.00	\$ 20,000.00	10.00	\$ 20,000.00	14.00	\$ 28,000.00
TOTAL OF ALL BID ITEMS (AUDITED):					\$	363,450.00	\$	415,459.40	\$	497,372.00
TOTAL OF ALL BID ITEMS (AS-READ):							\$	415,459.40	\$	497,372.00
Percent Over/Under Estimate								14.31%		36.85%

**OTSEGO COUNTY ROAD COMMISSION
ISLAND VIEW DRIVE RESURFACING
BID TABULATION SHEET
6-Jul-26**

BASE BID					ENGINEER'S ESTIMATE		Payne & Dolan		Rieth-Riley	
LINE	PAY ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
0001	1100001	Mobilization, Max	LSUM	1.00	\$ 6,700.00	\$ 6,700.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
0002	2040050	Pavt, Rem	Syd	118.00	\$ 12.00	\$ 1,416.00	\$ 45.00	\$ 5,310.00	\$ 40.00	\$ 4,720.00
0003	2050016	Excavation, Earth	Cyd	28.00	\$ 20.00	\$ 560.00	\$ 125.00	\$ 3,500.00	\$ 72.00	\$ 2,016.00
0004	3020001	Aggregate Base	Ton	93.00	\$ 30.00	\$ 2,790.00	\$ 57.00	\$ 5,301.00	\$ 70.00	\$ 6,510.00
0005	3070021	Approach, CI II	Ton	14.00	\$ 30.00	\$ 420.00	\$ 58.00	\$ 812.00	\$ 75.00	\$ 1,050.00
0006	3077031	Shld, CI II, Mod	Ton	92.00	\$ 30.00	\$ 2,760.00	\$ 69.00	\$ 6,348.00	\$ 75.00	\$ 6,900.00
0007	5010005	HMA Surface, Rem	Syd	164.00	\$ 10.00	\$ 1,640.00	\$ 31.00	\$ 5,084.00	\$ 5.00	\$ 820.00
0008	5010008	Pavt for Butt Joints, Rem	Syd	181.00	\$ 12.00	\$ 2,172.00	\$ 26.50	\$ 4,796.50	\$ 10.00	\$ 1,810.00
0009	5012036	HMA, 5EL	Ton	585.00	\$ 84.00	\$ 49,140.00	\$ 105.00	\$ 61,425.00	\$ 125.00	\$ 73,125.00
0010	8120170	Minor Traf Devices	Ton	1.00	\$ 3,100.00	\$ 3,100.00	\$ 6,100.00	\$ 6,100.00	\$ 7,970.00	\$ 7,970.00
0011	8120370	Traf Regulator Control	LSUM	1.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00
0012	8210001	Monument Box	LSUM	1.00	\$ 600.00	\$ 600.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
0013	8210005	Monument Box, Adj	Ea	1.00	\$ 750.00	\$ 750.00	\$ 1,280.00	\$ 1,280.00	\$ 1,280.00	\$ 1,280.00
0014	8507042	_Work Day	Ea	5.00	\$ 2,000.00	\$ 10,000.00	6.00	\$ 12,000.00	5.00	\$ 10,000.00
TOTAL OF ALL BID ITEMS (AUDITED):					\$	83,248.00	\$	125,656.50	\$	130,901.00
TOTAL OF ALL BID ITEMS (AS-READ):							\$	125,656.50	\$	130,901.00
Percent Over/Under Estimate								50.94%		57.24%



Otsego County Road Commission Agenda Item Report

FROM: Kirk Harrier, Managing Director
MEETING DATE: July 9, 2026
AGENDA ITEM: 8. E
SUBJECT: Hayes Township Cost Share Agreement

DESCRIPTION

Attached is the cost share agreement between the OCRC and Hayes Township for the Mt. Frederick Road project.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTIONS

Motion to **approve/deny** the cost share agreement between the Otsego County Road Commission and Hayes Township for the Mt. Frederick Road project as presented.

**OTSEGO COUNTY ROAD COMMISSION
2026 PROJECT COST SHARE AGREEMENT WITH HAYES TOWNSHIP
2026 MT. FREDERICK ROAD**

This TOWNSHIP PROJECT COST SHARE AGREEMENT made and entered into this 9th day of July, 2026, by and between the Otsego County Road Commission, (hereinafter "Road Commission") a government entity of 669 W. McCoy Rd., Gaylord, MI 49735, and Hayes Township (hereinafter "Township"), of P.O. Box 2238 Gaylord, MI 49734.

WITNESSETH:

WHEREAS, the Township desires certain work be performed by the Road Commission on local roads within Township under the authority provided in Act 51 of P.A. of 1951, as amended; and,

WHEREAS, the parties hereto are desirous of entering into a contract relative to their participation in the costs of the improvements and/or repairs as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed by and between the parties as follows:

IT IS AGREED, that the Road Commission will perform the following work:

HMA paving of approximately 1.72 miles of Frederick Road from Nicklaus Drive to Mancelona Road.

The Parties further agree:

1. All engineering with respect to said improvement and/or repairs shall be performed by the Road Commission and all construction shall be under the supervision of and in accordance with the plans and specifications prepared by the Road Commission. The Road Commission will proceed with the above work with the timeline for completion at its sole discretion. Road Commission personnel will oversee all aspects of the work.
2. The estimated cost of this project is \$368,393.40 construction, \$4,000 design engineering, \$23,478.24 construction/inspection engineering, for a **total project cost of \$395,871.64**
3. The Township hereby agrees to pay 50% of total project cost (\$197,935.82) towards the project. The parties acknowledge the actual cost of the project may be more due to overruns, additional engineering costs, testing/inspection costs, Road Commission administrative costs, etc. However, the Township will only be responsible for \$197,935.82.
4. Payment by the Township is due within 30 days when invoiced by the Road Commission upon substantial completion of the project.
5. The Road Commission and Township agree to abide by all local, State, and Federal laws, rules, and regulations.
6. By the execution of this Agreement by the Township, the Township does hereby certify to the Road Commission that this Agreement has been signed by its Supervisor and Clerk on behalf

of said Township, after being properly authorized to do so by the Township Board by a majority of said Township Board at a meeting duly called at which a quorum was present.

HAYES TOWNSHIP BOARD

The undersigned Township officers hereby certifies that they were authorized to enter into this Agreement at a meeting of the Hayes Township Board held on the ____ day of _____, 2026.

HAYES TOWNSHIP BOARD

HAYES TOWNSHIP BOARD

By:
Its: Supervisor

By:
Its: Clerk

BOARD OF OTSEGO COUNTY ROAD COMMISSION

The undersigned hereby certifies that they were authorized to enter into this Agreement at a meeting of the Board of County Road Commissioners of Otsego County held on the 9th day of July, 2026.

BOARD OF COUNTY ROAD COMMISSIONERS
OF OTSEGO COUNTY

By: Troy Huff
Its: Chairman



Otsego County Road Commission Agenda Item Report

FROM: Kirk Harrier, Managing Director
MEETING DATE: July 9, 2026
AGENDA ITEM: 8. F
SUBJECT: Chester Township Cost Share Agreement

DESCRIPTION

Attached is the cost share agreement between the OCRC and Chester Township for the Island View Drive project.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTIONS

Motion to **approve/deny** the cost share agreement between the Otsego County Road Commission and Chester Township for the Island View Drive project as presented.

**OTSEGO COUNTY ROAD COMMISSION
2026 PROJECT COST SHARE AGREEMENT WITH CHESTER TOWNSHIP
ISLAND VIEW DRIVE**

This TOWNSHIP PROJECT COST SHARE AGREEMENT made and entered into this 9th day of July, 2026, by and between the Otsego County Road Commission, (hereinafter “Road Commission”) a government entity of 669 W. McCoy Rd., Gaylord, MI 49735, and Chester Township (hereinafter “Township”), of P.O. Box 92, Johannesburg, MI 49751.

WITNESSETH:

WHEREAS, the Township desires certain work be performed by the Road Commission on local roads within Township under the authority provided in Act 51 of P.A. of 1951, as amended; and,

WHEREAS, the parties hereto are desirous of entering into a contract relative to their participation in the costs of the improvements and/or repairs as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed by and between the parties as follows:

IT IS AGREED, that the Road Commission will perform the following work:

HMA paving of approximately .35 miles of Island View Drive from Shadywoods Ln to dead end.

The Parties further agree:

1. All engineering with respect to said improvement and/or repairs shall be performed by the Road Commission and all construction shall be under the supervision of and in accordance with the plans and specifications prepared by the Road Commission. The Road Commission will proceed with the above work with the timeline for completion at its sole discretion. Road Commission personnel will oversee all aspects of the work.
2. The estimated cost of this project is \$125,656.50 construction, \$4,000 design engineering, \$5,040 construction/inspection engineering, for a **total project cost of \$134,696.50**
3. The Township hereby agrees to pay 50% of total project cost (\$67,348.25) towards the project. The parties acknowledge the actual cost of the project may be more due to overruns, additional engineering costs, testing/inspection costs, Road Commission administrative costs, etc. However, the Township will only be responsible for \$67,348.25.
4. Payment by the Township is due within 30 days when invoiced by the Road Commission upon substantial completion of the project.
5. The Road Commission and Township agree to abide by all local, State, and Federal laws, rules, and regulations.
6. By the execution of this Agreement by the Township, the Township does hereby certify to the Road Commission that this Agreement has been signed by its Supervisor and Clerk on behalf

of said Township, after being properly authorized to do so by the Township Board by a majority of said Township Board at a meeting duly called at which a quorum was present.

CHESTER TOWNSHIP BOARD

The undersigned Township officers hereby certifies that they were authorized to enter into this Agreement at a meeting of the Chester Township Board held on the _____ day of _____, 2026.

CHESTER TOWNSHIP BOARD

CHESTER TOWNSHIP BOARD

By:
Its: Supervisor

By:
Its: Clerk

BOARD OF OTSEGO COUNTY ROAD COMMISSION

The undersigned hereby certifies that they were authorized to enter into this Agreement at a meeting of the Board of County Road Commissioners of Otsego County held on the 9th day of July, 2026.

BOARD OF COUNTY ROAD COMMISSIONERS
OF OTSEGO COUNTY

By: Troy Huff
Its: Chairman



Otsego County Road Commission Agenda Item Report

FROM: Kirk Harrier, Managing Director
MEETING DATE: July 9, 2026
AGENDA ITEM: 8. G
SUBJECT: Otsego Lake Township Cost Share Agreement

DESCRIPTION

Attached is the cost share agreement between the OCRC and Otsego Lake Township for the Opal Lake Road, Michaywe Drive, and Autumn Trail projects.

BUDGET ACTION REQUIRED

N/A

LEGAL REVIEW

N/A

SAMPLE MOTIONS

Motion to **approve/deny** the cost share agreement between the Otsego County Road Commission and Otsego Lake Township the Opal Lake Road, Michaywe Drive, and Autumn Trail projects as presented.

**OTSEGO COUNTY ROAD COMMISSION
2026 PROJECT COST SHARE AGREEMENT WITH OTSEGO LAKE TOWNSHIP
OPAL LAKE ROAD, MICHAYWE DRIVE, AUTUMN TRAIL**

This TOWNSHIP PROJECT COST SHARE AGREEMENT made and entered into this 9th day of July, 2026, by and between the Otsego County Road Commission, (hereinafter “Road Commission”) a government entity of 669 W. McCoy Rd., Gaylord, MI 49735, and Otsego Lake Township (hereinafter “Township”), of P.O. Box 99 Waters, MI 49797.

WITNESSETH:

WHEREAS, the Township desires certain work be performed by the Road Commission on local roads within Township under the authority provided in Act 51 of P.A. of 1951, as amended; and,

WHEREAS, the parties hereto are desirous of entering into a contract relative to their participation in the costs of the improvements and/or repairs as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed by and between the parties as follows:

IT IS AGREED, that the Road Commission will perform the following work:

HMA paving of approximately 1.42 miles of Opal Lake Road (274’ S of Pine River Rd to Michaywe Drive), .18 miles of Michaywe Drive (Opal Lake Road to Autumn Trail), .11 miles of Autumn Trail (Michaywe Drive to cul de sac).

The Parties further agree:

1. All engineering with respect to said improvement and/or repairs shall be performed by the Road Commission and all construction shall be under the supervision of and in accordance with the plans and specifications prepared by the Road Commission. The Road Commission will proceed with the above work with the timeline for completion at its sole discretion. Road Commission personnel will oversee all aspects of the work.
2. The estimated cost of this project is \$415,459.40 construction, \$6,500 design engineering, \$21,807 construction/inspection engineering, for a **total project cost of \$443,766.40**
3. The Township hereby agrees to pay 50% of total project cost (\$221,883.20) towards the project. The parties acknowledge the actual cost of the project may be more due to overruns, additional engineering costs, testing/inspection costs, Road Commission administrative costs, etc. However, the Township will only be responsible for \$221,883.20.
4. Payment by the Township is due within 30 days when invoiced by the Road Commission upon substantial completion of the project.
5. The Road Commission and Township agree to abide by all local, State, and Federal laws, rules, and regulations.

6. By the execution of this Agreement by the Township, the Township does hereby certify to the Road Commission that this Agreement has been signed by its Supervisor and Clerk on behalf of said Township, after being properly authorized to do so by the Township Board by a majority of said Township Board at a meeting duly called at which a quorum was present.

OTSEGO LAKE TOWNSHIP BOARD

The undersigned Township officers hereby certifies that they were authorized to enter into this Agreement at a meeting of the Otsego Lake Township Board held on the ____ day of _____, 2026.

OTSEGO LAKE TOWNSHIP BOARD

OTSEGO LAKE TOWNSHIP BOARD

By:
Its: Supervisor

By:
Its: Clerk

BOARD OF OTSEGO COUNTY ROAD COMMISSION

The undersigned hereby certifies that they were authorized to enter into this Agreement at a meeting of the Board of County Road Commissioners of Otsego County held on the 9th day of July, 2026.

BOARD OF COUNTY ROAD COMMISSIONERS
OF OTSEGO COUNTY

By: Troy Huff
Its: Chairman



Otsego County Road Commission Agenda Item Report

FROM: Rebecca Hilmert, Finance Manager
MEETING DATE: July 9, 2026
AGENDA ITEM: 8.H
SUBJECT: Equipment Purchase – Loader w/Snow Blower

DESCRIPTION

(1) Volvo L110 with Larue D60 WL Mounted Snow Blower. This unit will replace the current 1977 Oshkosh Wheeled Snowblower purchased in 1994 from the US Military. The total amount of \$690,730 included the loader, snowblower, forks, delivery, mounting and all training.

BUDGET ACTION

This machine and attachments will be delivered and paid for in fiscal year 2027.

LEGAL REVIEW

N/A

SAMPLE MOTION

Motion to **approve/deny** the purchase of one (1) new Volvo L110 Loader with forks and Larue D60 WL Mounted Snow Blower in the amount of \$690,730.

Quote Valid for 90 days


Contract:
011723-
VCE
Date: 6/4/2026

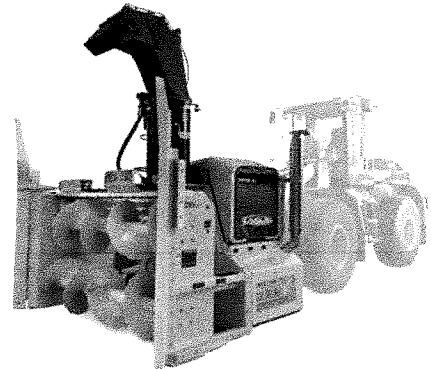
Buying Agency:	OTSEGO CRC	Dealership:	ALTA EQUIPMENT
SW Member #:		Prepared By:	PAUL DAUGHARTY
Contact Person:		Phone:	989-413-2754
Phone/Email:		Email:	paul.daugharty@altg.com
Sourcewell Product Code	D - Volvo Pricing Catalog: Wheel Loaders Large		

A. Catalog / Price Sheet Items being purchased			
Quan		Unit Pr	Total
1	L110H - QPS	\$364,864	\$364,864
	See next page for machine specs at List Price, Contract Discount, Machine Price		
	TOTAL Purchase Price at Bottom of this Page		
Sourcewell Machine Price:			\$364,864
Additional Discount:			-\$9,500
Subtotal A:			\$355,364

B. Sourced Contracted Items			
Quan	Description	Unit Pr	Total
1	FORKS - SOURCED	\$6,950	\$6,950
1	LARUE D60 SNOWBLOWER - SOURCED	\$310,000	\$310,000
Subtotal B:			\$316,950

C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges	
Freight	\$2,000
PDI	\$1,100
5 YEAR/3,000 HOUR COMPLETE MACHINE WARRANTY WITH \$500 TTM	\$11,281
PARTS AND SERVICE MANUALS	\$4,035
Subtotal C:	\$18,416

Delivery Date:		D. TOTAL PURCHASE PRICE (A+B+C):	\$690,730
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NEW – Larue D60 WL Mounted Snow Blower (Volvo L110)

Engine: Cummins I9, Tier 4 Final 365 hp

Includes all Standard Equipment

Options Included:

365 HP CUMMINS, L9 ENGIN STATE V/TIER 4 FINAL	365 hp
QT 4 KEYS	Cummins
MANUALS	Larue
WIRELESS - BLUETOOTH CONTROLLER	Z180931
EXTRA 25' CABLE	9770024
18" TELESCOPIC CHUTE EXTENSION	A400003
HYD TILT CHUTE	A400553
3 PIECE CHUTE DEFLECTOR, HARDOX 500	A400213
DRUM, 150 DEGREES ROTATION WORM GEAR	A390346
LED WORK LIGHT - ENGINE COMPARTMENT	A070332
INDICATOR LIGHT ON HOOD - SNOW BLOWER ENGAGED	A070297
ENGINE SHUT DOWN SYSTEM	A070329
ICE CULLERS, KIT FOR ONE AUGER	B380012
REVERSE FUNCTION, CONVEYOR&IMPELLER	A070344
FULL WIDTH SKID SHOE, TUNGSTEN CARBIDE	A370443
DRIFT CUTTER SIDE SHOES - TUNGSTEN CARBIDE	A370996
RADIATOR PROTECTION GRILL	A330787
REMOTE JUMP START TERMINALS	A070029
QUICK COUPLER, VOLVO ISO - L110 WL	501174

Sourcwell Contract # 062222-JAL / Maturity Date 8/15/2026

Complete Package.....\$310,000.00

Includes Freight, Delivery, Mounting to L110 WL and All Training.

- **Standard Manufacturer's Warranty**
- **Quoted prices are good for 45 days. They are based on current costs and therefore subject to change with written notice to account for changes beyond the seller's control.**

Description	Part #	List Price
Volvo L120H GPE Wheel Loader	L120H2	466,015.00
4 - Rims (3pc) for 23.5-25 Tires	WL21012	10,108.00
Full coverage fenders rear for standard tires	WL22004	1,215.00
Engine Tier 4F, Lock-up MDE8	WL32080	0.00
Fuel fill strainer	WL30007	0.00
Delayed Engine Shutdown	WL30024	249.00
Quick engine oil change	WL30025	0.00
Engine block heater, 120 V	WL33002	1,221.00
Reversible cooling fan	WL37001	0.00
Optishift w/ lockup converter and RBB	WL39004	0.00
Rimpull	WL39501	0.00
Comfort ISRI, 2pt seat belt	WL41019	4,224.00
Air conditioning with ACC (automatic climate control)	WL42001	9,144.00
Radio in Copilot 2.0 BlueTooth/USB/AUX	WL43006	1,331.00
LH Copilot 2.0 Radio mounting kit including 20 amp converter, speakers & 12v outlet	WL44008	1,401.00
Handsfree in CO-pilot 2.0	WL44101	49.00
Steering knob	WL45001	0.00
Sliding window in door	WL45003	0.00
ACC Fahrenheit decal only	WL45004	0.00
Universal key	WL45005	0.00
Secondary steering, electric	WL45019	0.00
Lunch box holder	WL45023	0.00
Anchorage manual	WL45027	0.00
Collision Mitigation System	WL45062	1,730.00
Volvo Co-pilot 2 incl Camera	WL45065	6,008.00
Radar Detect 2.0	WL45066	4,231.00
OnBoard Weighing Hard Ware 2.0	WL45067	3,496.00
Operator Coaching Start	WL88201	0.00
Back up alarm	WL54001	0.00
Separate attachment locking, std. boom	WL64001	2,100.00
Max Boom Height	WL65013	0.00
Oil sampling ports	WL71002	300.00
Footsteps front frame	WL71005	394.00
Boom Suspension System (" Ride Control" . Includes single acting lift system.)	WL80001	9,385.00
Decals, English/Spanish	WL83004	0.00
Cover plates, rear frame	WL86013	0.00
Guardrail rear fender right	WL86031	0.00
Guardrail rear fender left	WL86032	0.00
Frame, life time warranty	WL86041	0.00
Year of manufact.plate	WL87004	0.00
CareTrack Connectivity 4 yr Subscription	WL88010	0.00
CareTrack, GSM/Satellite	WL88018	0.00
De-activate SAT	WL88020	0.00
Attachment bracket (Must select Hook-on attachments)	WLA85346	9,275.00

Volvo CE - Sourcewell Contract Quote

Page 2 of 2

C3_23.5R25 Michelin SNOPLUS

WL20125

42,507.00

Hand throttle control

WL30009

992.00

Engine auto shutdown

WL30011

938.00

Air precleaner, turbo type III

WL31005

1,761.00

C3_Stainless steel, brake lines

WL34001

2,631.00

Limited slip rear axle

WL35001

7,489.00

Optishift w/ lockup converter and RBB, Arctic

WL39006

269.00

Basic Grammer, 2pt seat belt

WL41021

2,625.00

Forward view mirror for visibility over large buckets

WL45028

0.00

Armrest for all seat options

WL45046

336.00

Forward Camera

WL45059

3,161.00

Add. windscreen washer nozzles

WL45069

137.00

Single lever control for 3rd hyd. function (hydraulics & detent function are included)

WL47002

10,911.00

Rearview mirrors,el.adj& heat.

WL45201

587.00

C3_Attachment lights

WL50005

1,028.00

Automatic activation of rear work lights when reversing

WL50011

636.00

C3_Working lights, Attachment LED

WL50018

1,548.00

LED Power Package

WL50024

8,146.00

Warning Beacon, LED

WL51003

1,139.00

Jump start connector, ISO-Type

WL53010

999.00

C3_Single acting lifting function

WL63001

2,286.00

Counterweight, rehandling (can't be ordered w/ solid tires or L5 tires)

WL82004

4,930.00

118" 4.2 yd hook-on rehandling bucket

WLA86731

25,762.00

118" 3-piece bolt-on edge kit, straight-edge bucket

WLA80577

3,536.00

Total List Price	\$656,230
Sourcewell % off List	44.4%
Sourcewell Machine Price	\$364,864

See Front Page of Quote for Total Purchase Price



Otsego County Road Commission Agenda Item Report

FROM: Rebecca Hilmert, Finance Manager/Board Secretary
MEETING DATE: July 9, 2026
AGENDA ITEM: 8. I
SUBJECT: FY 2026 Budget Amendment #1

DESCRIPTION

Pursuant to the Uniform Budgeting and Accounting Act, P.A. 2 of 1968, as amended, the Otsego County Board of Road Commissioners ("Board") approved an operating budget for fiscal year commencing January 1, 2026, and ending December 31, 2026. Budget amendments are necessary from time to time and at year-end when a deviation from the original general appropriations act occurs and new information is available. The Board is authorized by statute to amend the budget from the original general appropriations act as necessary.

The amendments to the budget are as follows:

Revenues:

1. Decrease High Risk Rural Roads Grant revenue from \$2,180,000 to \$1,692,065.
2. Increase Federal STP from \$590,000 to \$701,160.
3. Increase Township Contributions from \$425,000 to \$489,221.
4. Increase MDOT Truckline Audit Refund from \$0 to \$65,433.
5. Increase Insurance Recoveries from \$100,000 to \$188,205

Expenditures:

6. Increase Primary Road Projects from \$3,312,632 to \$5,419,365.
7. Increase Federal-Aid Projects from \$3,959,150 to \$4,111,171.
8. Increase Local Road Projects from \$850,000 to \$974,335

These amendments decrease our net fund balance by an additional \$2,630,210 from the adopted budget. The total net impact on the fund balance will decrease \$4,488,232 for fiscal year 2026.

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** the fiscal year-end 2026 Otsego County Road Commission budget amendment #1 as recommended by the Finance Manager.

OTSEGO COUNTY ROAD COMMISSION
2026 BUDGET
SUPPORTING SCHEDULES -
REVENUES/EXPEDITURES

		2026 ADOPTED	2026 1ST AMENDED	
REVENUES				
401	PROPERTY TAXES (Mileage)	1,500,000.00	1,500,000.00	
450	PERMITS & LICENSES	70,000.00	70,000.00	
	FEDERAL SOURCES	2,770,000.00	2,393,225.00	
501-530	FEMA & Emergency Relief	0.00	0.00	Rebecca Hilmert: Decrease to \$750K from \$1M match on 2 RAB's, Increase from \$180K to \$192K on CW Signs
510-017	High Risk Rural Roads Grant	2,180,000.00	1,692,065.00	
510-071	Surface Trans/FAS/STP	590,000.00	701,160.00	
	STATE SOURCES			
545	Neighborhood Roads Fund			Rebecca Hilmert: Increase based on higher project estimated cost with an 80/20 split
	Corporate Income Tax (CIT)			
	Marijuana Wholesale Tax			
546	MTF	8,184,649.00	8,184,649.00	
	Engineering	10,000.00	10,000.00	
	Primary	4,339,804.00	4,339,804.00	
	Local	2,634,881.00	2,634,881.00	
	Urban	774,964.00	774,964.00	
	Snow Funds	425,000.00	425,000.00	
548	STATE FEDERAL AID	85,111.00	85,111.00	
	EDF - "D" Funds	0.00	0.00	
	EDF-Forest Rd "E"	85,111.00	85,111.00	
580	CONTRIBUTIONS	425,000.00	489,221.00	Rebecca Hilmert: Increase due to project bid overages
	Townships	425,000.00	489,221.00	
	Other	0.00	0.00	
600	CHARGES FOR SERVICES	2,714,500.00	2,779,933.00	
	626 Drain Commission	7,500.00	7,500.00	
	643 Salvage Sales	5,000.00	5,000.00	
	646 Signs	2,000.00	2,000.00	
627	State Maintenance	1,500,000.00	1,500,000.00	Rebecca Hilmert: Results of FY23 Trunkline Audit.
	078-4 Audit Refund(Payback)	0.00	65,433.00	
628	State Non-Maint	1,200,000.00	1,200,000.00	
664	INTEREST & RENTS	395,000.00	395,000.00	
	Interest	375,000.00	375,000.00	
	Property Rentals	20,000.00	20,000.00	
671	OTHER	142,000.00	142,000.00	
	674 Public Enterprises	1,000.00	1,000.00	
	675-0 Contrib/Other Enterprises	1,000.00	1,000.00	
	OIL-W Oil Well	10,000.00	10,000.00	
	675-1 Timber Sales	0.00	0.00	
676	Other/Reimbursements	30,000.00	30,000.00	Rebecca Hilmert: Increase due to ice storm damage claim, and unit 722/279 rollover claim
695	Insurance Recoveries	100,000.00	188,205.00	
TOTAL REVENUES		16,286,260.00	16,039,139.00	

OTSEGO COUNTY ROAD COMMISSION
2026 BUDGET
SUPPORTING SCHEDULES -
REVENUES/EXPEDITURES

		2026 ADOPTED	2026 1ST AMENDED	
EXPENDITURES				
A458	PRIMARY PAVING	7,271,782.00	9,530,536.00	Rebecca Hilmert: Increase due to project bid results, increased engineering and addition of Mancelona Road
	Roads/includes millage projects	3,312,632.00	5,419,365.00	
	Federal Aid projects	3,959,150.00	4,111,171.00	
A466	PRIMARY ROUTINE MAINT	2,440,000.00	2,440,000.00	Rebecca Hilmert: Increase due to higher project bid results and estimates
	Roads	800,000.00	800,000.00	
	Traffic Control	240,000.00	240,000.00	
	Winter Maintenance	1,400,000.00	1,400,000.00	
A488	LOCAL PAVING	850,000.00	974,334.54	Rebecca Hilmert: Increase due to project bid results
	Roads	850,000.00	974,334.54	
A496	LOCAL ROUTINE MAINT	2,800,000.00	2,800,000.00	
	Roads	2,000,000.00	2,000,000.00	
	Traffic Control	50,000.00	50,000.00	
	Winter Maintenance	750,000.00	750,000.00	
	EQUIPMENT EXPENSE	250,000.00	250,000.00	
A510	Direct	1,650,000.00	1,650,000.00	
A511	Indirect	600,000.00	600,000.00	
A512	Operating	500,000.00	500,000.00	
664-669	Less Equipment Rental Credits	(2,500,000.00)	(2,500,000.00)	
	DISTRIBUTIVE EXPENSE			
A513	Labor Related	0.00	0.00	
A514	Non-Labor Related	0.00	0.00	
A515	ADMINISTRATIVE	675,000.00	675,000.00	
	Administrative	875,000.00	875,000.00	
600-629	Less State Overhead	(200,000.00)	(200,000.00)	
A517	STATE TRUNKLINE MAINT	1,500,000.00	1,500,000.00	
A518	STATE NON-MAINTENANCE	1,200,000.00	1,200,000.00	
A519	DRAIN COMMISSIONER	7,500.00	7,500.00	
A900	CAPITAL OUTLAY	1,150,000.00	1,150,000.00	
	Road Equipment	1,750,000.00	1,750,000.00	
	Engineering	0.00	0.00	
	Misc. Shop Equipment	0.00	0.00	
	Garage/Shop/Build Improv	0.00	0.00	
	Road Equipment	0.00	0.00	
	Depletable Assets (987)	0.00	0.00	
	Less: Retirements	0.00	0.00	
671-690	Less Depreciation	(600,000.00)	(600,000.00)	
TOTAL EXPENDITURES		18,144,282.00	20,527,370.54	
REVENUES		16,286,260.00	16,039,139.00	
LESS TOTAL EXPENDITURES		18,144,282.00	20,527,370.54	Rebecca Hilmert: Increase due to higher project bid results, road project addition, and less than expected federal aid
NET IMPACT ON FUND BALANCE		(1,858,022.00)	(4,488,231.54)	

OTSEGO COUNTY ROAD COMMISSION

Account Balances

As of 6-30-2026

Assets

Petty cash	\$	500.00
Operating (AP-PR-HRA)	\$	144,250.27
Savings (County)	\$	141,652.45
Savings (MI Class)	\$	10,227,182.40
Millage Collections	\$	126,246.18
Millage (MI Class)	\$	<u>1,412,156.02</u>
Total cash:	\$	12,051,987.32

Liabilities

July Accounts payable	\$	561,797.69
Payroll #14	\$	91,864.05
SOM: Wilkinson Road	\$	27,390.07
Emergency Fund: Reserved	\$	<u>3,000,000.00</u>

Total liabilities: **\$ 3,681,051.81**

Total Fund Balance: **\$ 8,370,935.51**

2026 Impact	\$	(4,488,231.54)	\$	3,882,703.97
2027 Impact				
2028 Impact				
2029 Impact				

Otsego County Road Commission
MTF COMPARISON (Includes Snow Funds, Reimbursed Engineering Fees)
For Calendar Year Ending 12/31/2026

Month	2026	2025	2024	2023	2022	2021	2020	2019	2026 + (-)	% Change
January	\$ 546,816.76	\$ 649,630.17	\$ 618,718.01	\$ 622,850.41	\$ 593,353.49	\$ 574,401.56	\$ 574,774.41	\$ 538,379.39	\$ (102,813.41)	-15.83%
February	\$ 753,643.84	\$ 683,544.29	\$ 659,154.39	\$ 632,255.99	\$ 632,457.35	\$ 570,732.78	\$ 617,395.30	\$ 510,402.80	\$ 70,099.55	10.26%
March	\$ 653,859.26	\$ 628,025.22	\$ 593,247.27	\$ 593,772.93	\$ 575,363.14	\$ 539,585.23	\$ 475,901.84	\$ 526,923.30	\$ 25,834.04	4.11%
April	\$ 735,304.46	\$ 616,962.38	\$ 590,636.20	\$ 562,332.71	\$ 560,418.55	\$ 575,876.65	\$ 393,985.28	\$ 450,756.80	\$ 118,342.08	19.18%
May	\$ 667,032.37	\$ 597,625.89	\$ 586,077.27	\$ 619,941.51	\$ 510,827.52	\$ 512,183.97	\$ 342,370.15	\$ 508,546.35	\$ 69,406.48	11.61%
June		\$ 634,481.04	\$ 613,333.27	\$ 618,893.80	\$ 568,665.93	\$ 568,305.39	\$ 484,874.11	\$ 485,931.51	\$ (634,481.04)	
July		\$ 555,370.00	\$ 527,063.94	\$ 547,335.20	\$ 487,410.63	\$ 481,649.26	\$ 478,387.21	\$ 439,213.70	\$ (555,370.00)	
August		\$ 615,374.96	\$ 598,192.14	\$ 569,431.44	\$ 551,092.90	\$ 583,695.30	\$ 569,216.00	\$ 472,547.69	\$ (615,374.96)	
September		\$ 652,127.03	\$ 619,861.90	\$ 556,303.94	\$ 601,029.67	\$ 604,028.14	\$ 525,737.94	\$ 511,558.85	\$ (652,127.03)	
October		\$ 422,314.33	\$ 524,704.70	\$ 534,580.55	\$ 462,674.17	\$ 427,576.86	\$ 453,396.08	\$ 444,876.52	\$ (422,314.33)	
November		\$ 478,106.84	\$ 598,118.73	\$ 569,651.09	\$ 521,034.79	\$ 524,074.66	\$ 460,489.59	\$ 449,835.16	\$ (478,106.84)	
December		\$ 729,012.50	\$ 845,893.18	\$ 783,401.92	\$ 750,365.33	\$ 680,865.37	\$ 524,167.55	\$ 538,568.32	\$ (729,012.50)	

Totals	\$ 3,356,656.69	\$ 7,262,574.65	\$ 7,375,001.00	\$ 7,210,751.49	\$ 6,814,693.47	\$ 6,642,975.17	\$ 5,900,695.46	\$ 5,877,540.39	\$ (3,905,917.96)	29.34%
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Engineering Funds received in June/paid in August (\$10,000)

Snow Funds received in October/paid in December

(2016 Snowfunds \$238,533.88)
(2017 Snowfunds \$241,593.93)
(2018 Snowfunds \$315,151.81)
(2019 Snowfunds \$347,614.46)
(2020 Snowfunds \$368,691.80)
(2021 Snowfunds \$387,431.27)
(2022 Snowfunds \$418,096.13)
(2023 Snowfunds \$438,396.03)
(2024 Snowfunds \$460,610.96)

(2025 Snowfunds \$470,494.84)



**OTSEGO
CONSERVATION
DISTRICT**

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BOARD OF DIRECTORS

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Kelly Draeger
District Manager, Native Plant
Nursery Manager &
Soil Erosion Officer

Sarah Peterson
Administrative Assistant
& Recycling Coordinator

Veronica Lozen
Education Specialist

Crystal Pung
CTAI Program Assistant

Libby Benjamin
CTAI Conservationist

USDA-NRCS
Ryan Wysocki
District Conservationist

Otsego Road Commission Board,

The Otsego Conservation District is requesting your consideration in allowing the Central Recycling Site to be moved to Road Commission property off of McCoy Rd. The Central Site is located just North of Jay's Sporting goods, in the parking lot for Merchandise Outlet. This site has posed many issues over the years. First, and most pressing, is the size. This site is far too small for the amount of usage it receives from the community. Also, because of its location, the heavy winds blow recyclables out of the bins and across roads, into fields, and apartment complexes. This site is also on privately owned property making it impossible to make it any larger.

We are proposing that a portion of the wooded area just North of the Road Commission, off of McCoy Rd, be used to create a site large enough to handle the demand. The proposed site would be approximately .35 acres in size. This would make it the same size as the West Site on Hayes Tower Rd. This size would allow GFL to increase the size and quantity of bins to accommodate all of the material.

I have attached plans and aerial maps of the plan I am proposing. If anyone has any questions or would like me to further describe the proposed plan, I would be happy to do so. Thank you for your consideration in this matter.

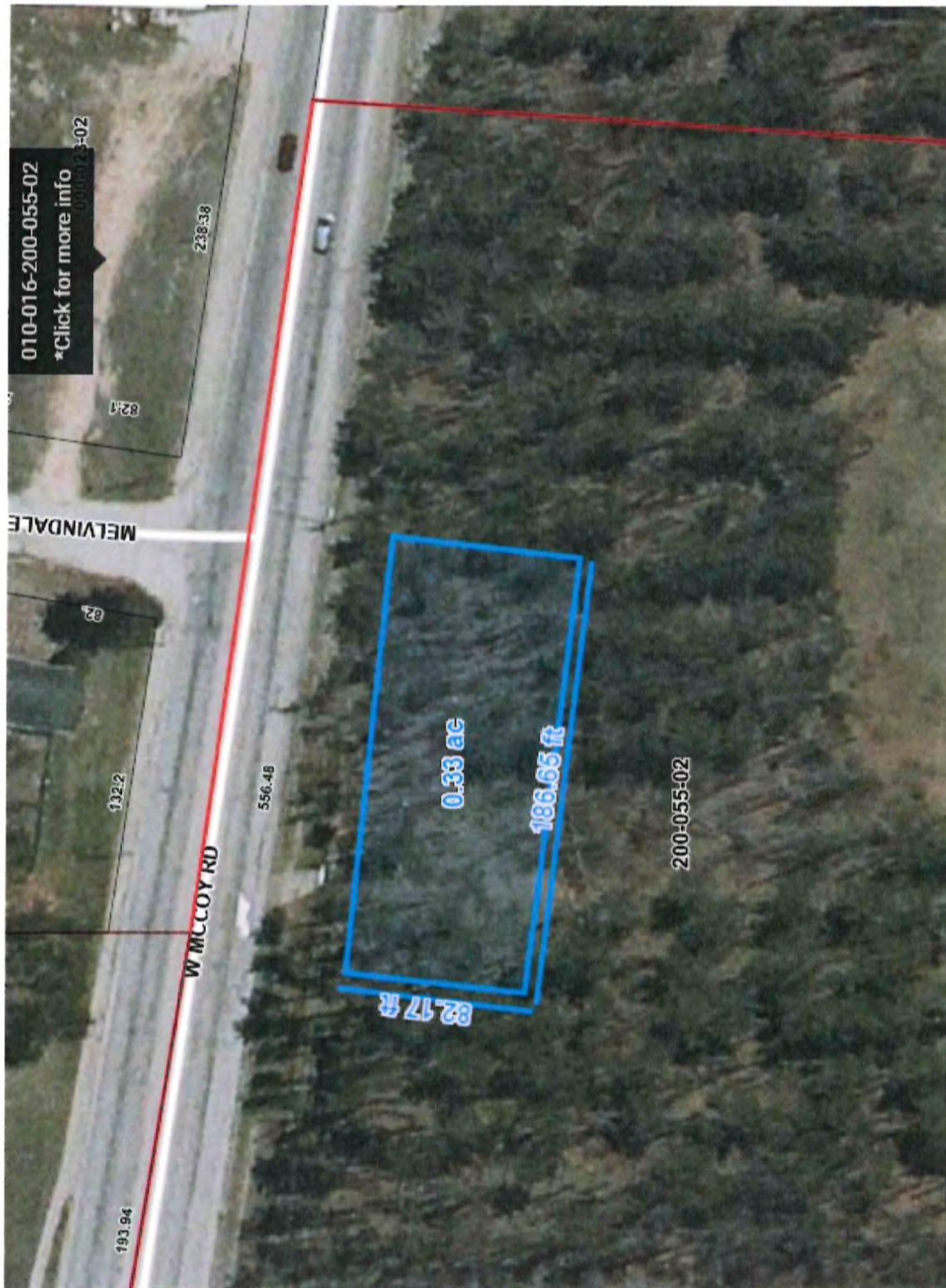
Sincerely,

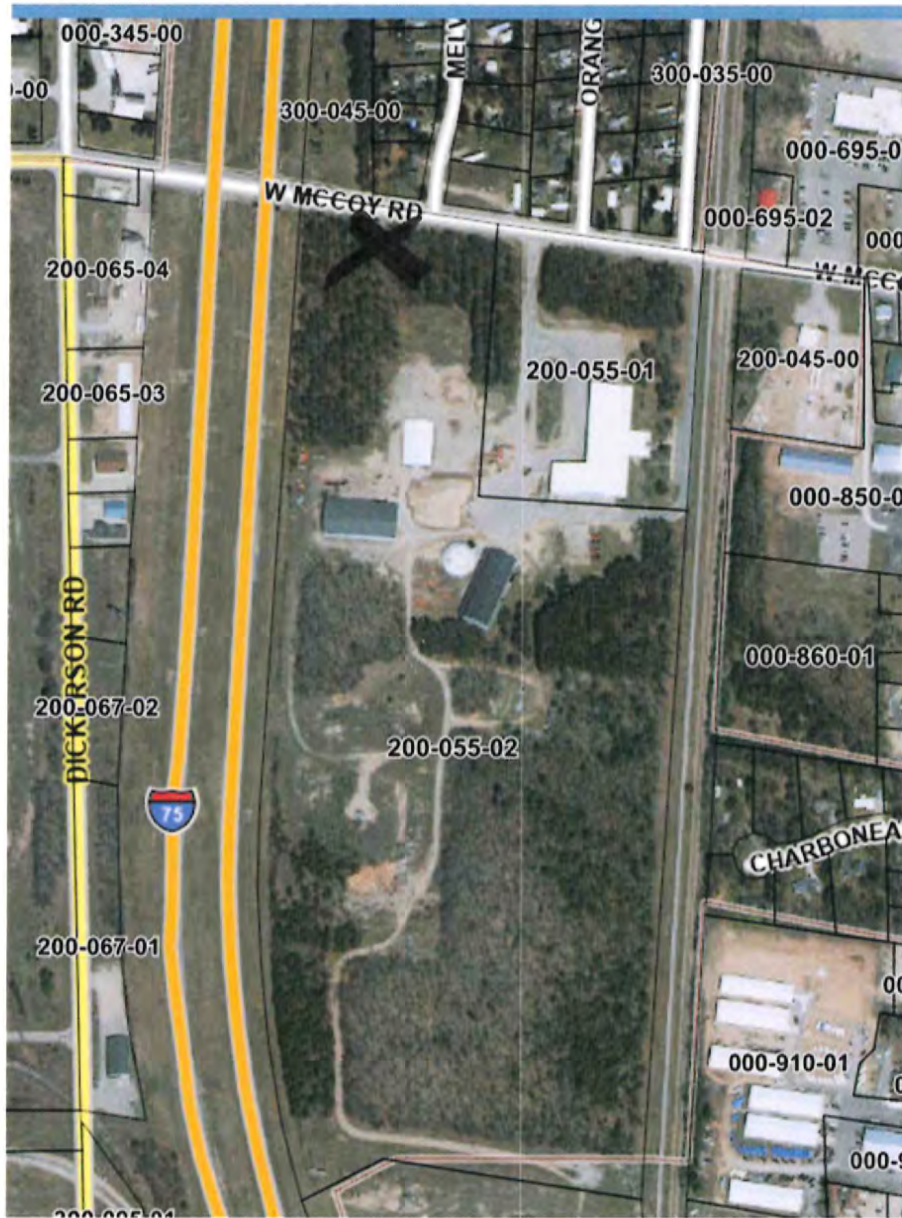
Kelly Draeger

District Manager

Otsego Conservation District
(989)732-4021
kdraeger@otsegocountymi.gov

PROPOSED
ROAD COMMISSION SITE





HAYES TWP. SITE



EXISTING
CENTRAL RECYCLINK SITE

