Please take notice that a meeting of the Board of County Road Commissioners of the County of Kalamazoo (Board) may take place according to Executive Order 2020-15 (COVID-19) electronically, including by telephonic conferencing or video conferencing, in a manner in which both the general public and the members of the public body may participate by electronic means. To assist with the new platform for Board meetings, we ask those participating to please follow the following best practices:

1. Turn off cellular/mobile devices and minimize distractions.
2. Only RCKC hosts/co-hosts will have the ability to mute and unmute at all times, in order to more efficiently conduct the meeting and avoid background noise.
3. As you participate in the meeting, your microphone will be placed on "mute". Please see Public Comment Guidelines below for additional information.

Public Comment Guidelines
During “Public Comment” participants will have the opportunity to address the Board and will be unmuted. There will be an opportunity to speak at the beginning of the meeting and at the end of the meeting for non-agenda items. To provide public comment, please use the following tools in the Zoom meeting.
   a. Use the “Hands up” to be called upon by the Board Chair, please state your name.
   b. Use the “Chat” window with your name and comment/question and the Board Chair will read it out loud.
   c. The Board Chair will ask if there are any remaining participants who would like to address the Board before continuing.

Only after being acknowledged by the Board Chair, shall a member of the public initiate their communication. Acknowledgment will be recognized as provided above.

Comments, statements or questions shall be limited to not more than three (3) minutes for each person addressing the Board. Minutes will not be allowed to be donated to others to increase time limitations.

While all comments, statements and questions will be received by the Board it will be at the discretion of the Board or Board Members to respond at that time or to refer to staff for response at a later time or to the Road Commission’s files.

The Board appreciates receiving any written documents, photos, drawings, etc. as part of the participants presentation during the opportunity for public comment electronically at info@kalamazooCountyroads.com.

A RCKC Moderator will be available to assist with any new platform usage questions.
Please take notice that a meeting of the Board of County Road Commissioners of the County of Kalamazoo is scheduled for the above stated date and time according to Executive Order 2020-15 (COVID-19) electronically, including by telephonic conferencing or video conferencing, in a manner in which both the general public and the members of the public body may participate by electronic means by joining Zoom Video Conferencing Board Meeting by Internet at: https://zoom.us/j/302476800 Meeting ID: 302 476 800 or by telephone at +1-646-858-8656 Meeting ID: 302 476 800 for the purpose of considering the following items:

Call to Order – Review telephonic and video conferencing protocols

Approval of Agenda

Approval of Minutes  March 17, 2020 Board Meeting

Request Approval of Payroll and Vendor Accounts

Request Approval of Expense Report Commissioners Buchholtz and Boersma

Citizen input on Non-agenda Items

Update from Managing Director Joanna I. Johnson, COVID-19

Correspondence:
   A. Request Receipt of the Safety Improvement Project 2021 Award Letters dated March 12, 2020
      a. U Avenue, Portage Road
      b. Dual Stop and Stop Ahead Signs

New Business:
   A. Request Approval of the Resolution of support for the Local Bridge Program for the Washington Street Bridge in the Village of Augusta
   B. Request Approval of the Final Construction Plan/Cover sheet and Resolution for the Stadium Drive Non-motorized, Oshtemo Township
   C. Request Approval of Bid #2020-10: Culvert Design, Fabrication and Delivery, 32nd Street Over Asher Drain Culvert
   D. Request Approval of Bid #2020-11: Roadside Mowing Services
   E. Request Approval of Bid #2020-12: Vacuum Truck Sweeping
   F. Request Approval of the Michigan Department of Transportation Contract #20-5149, G Avenue from 2nd Street to 6th Street
   G. Request Approval of the Charleston Township Local Road Contract
      a. Climax Drive (partial) – 718’ west of 38th Street to 38th Street, Streamside Drive - Miller Drive to Climax Drive, Sandwood Street – Miller Drive to Streamside Drive; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
      b. Ambling Avenue – 37th Street to 1855’ east of 37th Street; Crack Fill, Chip Seal, Fog Seal
      c. L Avenue – 40th Street to 44th Street; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
   H. Request Approval of the Oshtemo Township Local Road Contract
      a. L Avenue – VanKal Street to 4th Street; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
      b. Crystal Lane – Parkview Avenue to 11th Street; Chip Seal, Fog Seal (1-2 years)
      c. Holiday Lane – 11th Street to 610’ east of 11th Street; Crack Fill, Chip Seal, Fog Seal
      d. Nature Way – 540’ West of 4th Street to 4th Street; Crack Fill, Chip Seal, Fog Seal
e. Oshtemo Trace – 920’ south of Upper Valley Trail to KL Avenue, Upper Valley Trail – Oshtemo Trace to 213’ east of Oshtemo Trace, Oshtemo Court – 285’ west of Oshtemo Trace to Oshtemo Trace; Crack Fill, Chip Seal, Fog Seal

f. 5th Street – M43 to H Avenue; Crack Fill, HMA Wedging, Chip Seal, Fog Seal

g. H Avenue – 3rd Street to 6th Street; Chip Seal, Fog Seal (1-2 years)

h. 3rd Street – Big Rock Drive to G Avenue; Crack Fill, HMA Wedging, Chip Seal, Fog Seal

i. 6th Street – Stadium Drive to ML Avenue; Crack Fill, HMA Wedging, Chip Seal, Fog Seal

j. Big Rock Drive – M-43 to M-43; HMA Wedging, Chip Seal, Fog Seal

k. Pondview Drive – 407’ west of Ponds Edge Circle to M Avenue, Ponds Edge Circle – 138’ south of Pondview Drive to Pondview Drive; Crack Fill, Chip Seal, Fog Seal

l. Carver Drive - N Avenue to 2,100’ north of N Avenue, Wilson Drive – 450’ west of Carver Drive to Carver Drive; Crack Fill, Chip Seal, Fog Seal

m. Haven Way – 553’ South of Almena Drive to Almena Drive; Crack Fill, Chip Seal, Fog Seal

n. M Avenue – VanKal Street to 4th Street; Crack Fill, HMA Wedging, Chip Seal, Fog Seal

I. Request Approval of the Oshtemo Township Local Road Contract for Sewer/Water Related Project

a. Extend approximately 5,800 feet of sanitary sewer and add 14 sanitary manholes and one lift station to 28 residential, 1 small commercial, and 2 Governmental properties along 7th Street and West Main Street and provide each lot with a sanitary lateral

b. Extend approximately 2000 feet of sanitary sewer and add 8 sanitary manholes to 26 residential units on Beech Ave and provide each lot with sanitary lateral

c. Extend approximately 4,300 feet of sanitary sewer and add 17 sanitary manholes to 59 residential units in the Fairlane Subdivision Plat and provide each lot with a sanitary lateral

d. Extend approximately 1,280 feet of sanitary sewer and add 8 sanitary manholes to 11 residential units in the Meridian Subdivision Plat and provide each lot with a sanitary lateral

e. Extend approximately 6,080 feet of sanitary sewer, add 25 sanitary manholes, and one lift station to 94 residential units in the Skyridge and Burgundy Manor Subdivision Plats and provide each lot with a sanitary lateral

f. Extend approximately 4,270 feet of sanitary sewer and add 46 manholes to 66 residential units in the Whitegate Farms #1 and #2 Subdivision Plats and provide each lot with a sanitary lateral

J. Request Approval of the Texas Township Local Road Contract

a. Briarcliff Lane – O Avenue to 1,172’ north of O Avenue; Crack Fill, Chip Seal, Fog Seal

b. Alidor Street – 203’ south of Phiant Avenue to R Avenue, Phiant Avenue – 913’ west of Alidor Street to Alidor Street; Chip Seal, Fog Seal

c. Clydesdale Avenue – Percheron Street to Belgian Avenue; Crack Fill, Chip Seal, Fog Seal

d. Misty Creek Drive – Willowbend Trail to 12th Street, Willowbend Trail – 304’ west of Fountain Square Drive to Misty Creek Drive, Cranberry Court – 187’ north of Willowbend Trail to Willowbend Trail, Willowbend Way – 184’ north of Willowbend Trail to Willowbend Trail; Crack Fill, Chip Seal, Fog Seal

e. Dustin Circle – P Avenue to Terrier Trail, Terrier Trail – Dustin Circle to Dustin Circle; Crack Fill, Chip Seal, Fog Seal

f. O Avenue – 2,820’ west of 1st Street to 1,400’ east of 4th Street; Crack Fill, HMA Wedging, Chip Seal; Fog Seal

g. Boyne Street – Charlevoix Street to Q Avenue, Charlevoix Street – Northport Avenue to Texas Heights Avenue, Northport Avenue – 200’ west of Petoskey Street to Charlevoix Street, Suttons Bay Street – Petoskey Street to Boyne Street, Petoskey Street – 730’ feet south of Bowers Harbor Avenue to Suttons Bay Street, Manitou Avenue – 200’ west of Petoskey Street to Charlevoix Street, Bingham Avenue – Petoskey Street to Charlevoix Street, Presque Isle Drive – Trout Bay Street to Petoskey Street, West Bay Street – Presque Isle Drive to 150’ north of Presque Isle Drive, Port Hope Drive – 200’ west of Trout Bay Street to 200’ east of Petoskey Street, Trout Bay Street – Bowers Harbor Avenue to Presque Isle Drive, Bowers Harbor Avenue – Trout Bay Street to Petoskey Street; Crack Fill, Chip Seal, Fog Seal
h. Montezuma Avenue – 4th Street to Shoshone Street, Shoshone Street – Montezuma Avenue to El Dorado Avenue, El Dorado Avenue – Shoshone Street to Denali Street, Himalayas Avenue – El Dorado Avenue to Denali Street, Denali Street – Himalayas Avenue to Andes Avenue, Andes Avenue – Denali Street to Rocky Mountain Street, Rocky Mountain Street – 316’ south of Andes Avenue to 370’ north of Maricopa Trail, Maricopa Trail – 4th Street to Rocky Mountain Street; Crack Fill, Chip Seal, Fog Seal
i. Misty Creek Drive – 11th Street to Willowbend Trail, Fountain Square – Willowbend Trail to Misty Creek Drive; HMA Overlay
j. Paw Paw Lake Drive – 2,140’ east of 2nd Street to S Avenue; HMA Overlay

Citizen Input on Non-agenda Items

Managing Director’s Time

Commissioner’s Time and Committee Reports:
Boersma – Kalamazoo County Environmental Health Advisory Council (EHAC)
Brennan – Kalamazoo County Board of Public Works (BPW)
Stehouwer – Kalamazoo County Parks and Recreation Commission
Pawloski
Buchholtz

Adjourn

Meetings of the Board of County Road Commissioners of the County of Kalamazoo are held in accordance with the Open Meetings Act (Act 67 of 1976, as amended) and according to Executive Order 2020-15 (COVID-19) are also open to the public without regard to race, color, national origin, sex, or handicap. If special aid or assistance is required to attend a Board meeting, please submit a request at minimum of 72 (seventy-two) hours in advance of the meeting by mail, telephone, or email to: Road Commission of Kalamazoo County 3801 E. Kilgore Road Kalamazoo, MI 49001 Telephone: (269) 381-3171 Email: info@kcrc-roads.com Website: www.kalamazoocountyroads.com
Update from Managing Director Joanna I. Johnson, COVID-19

Thank you for your continued patience as the RCKC responds to the dynamic and evolving public health crisis surrounding the spread of COVID-19. At this time, based on further clarifications received of the Governors Executive Order (EO), all construction projects are to continue, unless the State or the contractors/vendor decide otherwise. The RCKC Team began remote work and dispatching beginning Monday March 23, 2020. Governor Whitmer also issued EO 2020-21 “Stay Home, Stay Safe” that same day.

In light of continuing concern about the coronavirus disease (COVID-19), the RCKC has taken numerous steps to protect employees and the public. Each employee will take all precautions for safe hygiene practices as recommended by the Center for Disease Control and the State health department for avoidance of COVID-19 for safety of the public and our employees. RCKC asks the public to please refrain from talking or coming into contact with the RCKC team and, while they work in the public right-of-way. The RCKC is still completely accessible to the public by phone, and electronically. **Our community needs our services and if our workforce is largely sick, our community will deal with safety issues.** None of us have experienced this type of phenomenon. We plan to continue to monitor this situation closely which will allow us to react swiftly and consistently based on information provided by reliable sources. We are in continued discussion with the County of Kalamazoo and Emergency Services.

Construction projects planned for 2020 will continue, as infrastructure has been deemed essential and critical. In accordance with the EO 2020-21 which took effect on March 24, 2020 at 12:01 am and continues through April 13, 2020 at 11:59 pm. At this time, all RCKC employees are to report back on site 7:30am Tuesday, April 14, 2020.
Correspondence:

A. Request Receipt of the Safety Improvement Project 2021 Award Letters dated March 12, 2020
   a. U Avenue, Portage Road
   b. Dual Stop and Stop Ahead Signs
   The Board approved resolutions in support of the program resolutions on July 23, 2019. Mosel Avenue which was also submitted was not funded; we believe primarily because of the focus on system changes of long roadway changes rather than a single point (signal) replacement. **We recommend the Board accept the Safety Improvement Project 2021 Award Letters dated March 12, 2020.**

New Business:

A. Request Approval of the Resolution of Support for the Local Bridge Program for the Washington Street Bridge in the Village of Augusta
   The Michigan Department of Transportation (MDOT) has posted the Call for Applications for the Local Bridge Program. The Board previously approved resolutions for the RCKC. The Village of Augusta is seeking our support for their Washington Street Bridge. The Kalamazoo Area Transportation Study (KATS) also approved our bridge resolutions along with the Village of Augusta. We want to support our smaller agencies in Kalamazoo County and support of the funding coming to Kalamazoo County. Resolutions of support are not one of the criteria used for funding selection. We supported the application in 2018 and 2019 by similar resolution to assist with the complete replacement of the Washington Street Bridge over the canal of Augusta Creek (STR 4666).

**We recommend the Board approve the Resolution of support for the Local Bridge Program for the Washington Street Bridge in the Village of Augusta for the Chair’s signature.**

B. Request Approval of the Final Construction Plan/Cover Sheet and Resolution for the Stadium Drive Non-motorized, Oshtemo Township
   Oshtemo Township has an approved umbrella non-motorized agreement that covers this facility. This agreement was approved by the RCKC Board at the April 17, 2018 Board meeting. As a part of the KATS application process, the Township was also required to complete the RCKC Non-Motorized application. The project will consist of the construction of sidewalk on both the north and south sides of Stadium Drive from approximately 700-feet west of Quail Run Drive (near the Consumers Energy property) to 11th Street. A small section of retaining wall will be required on the north side of Stadium Drive between the Shell gas station and 11th Street to accommodate the sidewalk. Additionally, improvements to sidewalk ramps, bus stop pads and pedestrian traffic signals will also be made as a part of the project. The project can continue moving forward toward a May 2020 bid letting. The sidewalk currently has funding through the local KATS Transportation Alternative Program (TAP) funds in the amount of $259,913 to help offset the overall costs of construction for the project. The current engineer’s estimate is $532,041, which leaves a balance of $272,128 to Oshtemo Township to serve as a match to the TAP dollars. **We recommend the Board approve the final design plans and resolution for the Stadium Drive Sidewalk from west of Quail Run Drive to 11th Street in Oshtemo Township for the Board and Managing Director’s signatures on the plan cover sheet and Chair’s signature on the resolution.**

C. Request Approval of Bid #2020-10: Culvert Design, Fabrication and Delivery, 32nd Street Over Asher Drain Culvert
   At the January 9, 2018 Board meeting, a Local Road Participation Fund Contact was approved for 32nd Street from U Avenue to T Avenue, to gravel, pulverize, and Hot Mix Asphalt (HMA) base course only in Brady Township. As a part of that contract, one culvert (an existing timber structure with an approximate span length of 13-feet) was identified to be a part of the project. In July of 2019, the RCKC opened bids for Bid #2019-20, which had bundled the culvert design, fabrication and installation all into one package. At that time, the low bid was 83% (±$220,000) over the contract that RCKC had with Brady Township. RCKC and the Township agreed to attempt the latest approach to get this culvert replaced. Two bids will be created for the project. First, Bid #2020-10 will be for the design, fabrication and delivery of the culvert to the site. The second, which will be posted soon, will be for the installation of the selected structure from the #2020-10 bid. Both bids are to be awarded early in the 2020 construction season. This was deemed the best approach to address as many of the
concerns the contractors had from the previous bid. After reviewing all this bid information, staff concluded that the Northern Concrete Pipe Option #1 for the precast concrete box culvert with headwalls and wingwalls is the preferred option. We recommend the Board award the design, fabrication and delivery of the 32nd Street culvert to Northern Concrete Pipe, Inc. for Option #1, a precast concrete box culvert quoted at $84,090.00, low bidder meeting specifications and contingent upon award of the future 2020 32nd Street Culvert installation bid.

D. Request Approval of Bid #2020-11: Roadside Mowing Services
RCKC maintains our roadside vegetation to provide the motoring public a clear vision area on straight sections of roadway and especially at intersections for safety. Roadside mowing also helps maintain a clear view of traffic control devices. Roadside Mowing Services Specification #1 requires vegetation and brush to be cut back a minimum of 6 feet from the edge of the shoulder, 4 to 6 inches tall and up to 4” in diameter. Intersection radii are to be cut 150 feet in all directions and a minimum of 15 feet wide to obtain a clear vision area. Roadside Mowing Services Specification #2 requires mowing of all grasses and vegetation cut 4” to 6” above the level of the ground, one swath from the outside edge of the gravel shoulder or edge of pavement at a minimum distance of 15’. We also require all mowing to be complete within 30 calendar days of notice to commence. RCKC mows 965 road miles, of the 1,286 road miles we maintain, three times (cycles) a year on designated primary and local roads, excluding platted streets. We recommend the Board award Bid# 2020-11 Roadside Mowing Services for Specification #1 to Property Revolution, LLC, low bidder, meeting specifications for $37,273.08 per year, with the option to extend the bid for three (3), one (1) year extensions by the mutual agreement of both parties.

We recommend the Board award Bid #2020-11 Roadside Mowing Services for Specification #2 to J. Jablonski and Sons Inc., low bidder, meeting specifications for $82,990.70 per year, with the option to extend the bid for three (3), one (1) year extensions by the mutual agreement of both parties.

E. Request Approval of Bid #2020-12: Vacuum Truck Sweeping
The vacuum truck sweeping activity is a very vital part of maintaining our storm sewer systems on both our primary and local roads throughout the county street sweeping program. Collecting debris in the curb line (gutter pan) and bridges before it reaches the storm basins reduces storm sewer cleaning costs. Removal of debris before it enters the storm basins is also a proactive measure to help prevent pollutants from discharging into surface waters and eventually into our aquifer. We recommend the Board award Bid #2020-12- Vacuum Truck Sweeping, to Superior Sweeping Inc., sole bidder, meeting specifications with the option to extend the bid for three (3), one (1) year extensions by the mutual agreement of both parties.

F. Request Approval of the Michigan Department of Transportation Contract #20-5149, G Avenue from 2nd Street to 6th Street
This is a 2020 RCKC project. Approval of the contract will allow the project to proceed to the MDOT May bid letting and bid award. We recommend the Board approve the MDOT Contract #20-5149 for Chair’s signature.

G. Request Approval of the Charleston Township Local Road Contract
a. Climax Drive (partial) – 718’ west of 38th Street to 38th Street, Streamside Drive - Miller Drive to Climax Drive, Sandwood Street – Miller Drive to Streamside Drive; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
b. Ambling Avenue – 37th Street to 1855’ east of 37th Street; Crack Fill, Chip Seal, Fog Seal
c. L Avenue – 40th Street to 44th Street; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
We recommend the Board approve the Charleston Township Local Road Contract for the Chair’s signature.

H. Request Approval of the Oshtemo Township Local Road Contract
a. L Avenue – Vankal Street to 4th Street; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
b. Crystal Lane – Parkview Avenue to 11th Street; Chip Seal, Fog Seal (1-2 years)
c. Holiday Lane – 11th Street to 610’ east of 11th Street; Crack Fill, Chip Seal, Fog Seal
d. Nature Way – 540’ West of 4th Street to 4th Street; Crack Fill, Chip Seal, Fog Seal
e. Oshtemo Trace – 920’ south of Upper Valley Trail to KL Avenue, Upper Valley Trail – Oshtemo Trace to 213’ east of Oshtemo Trace, Oshtemo Court – 285’ west of Oshtemo Trace to Oshtemo Trace; Crack Fill, Chip Seal, Fog Seal
f. 5th Street – M43 to H Avenue; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
g. H Avenue – 3rd Street to 6th Street; Chip Seal, Fog Seal (1-2 years)
h. 3rd Street – Big Rock Drive to G Avenue; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
i. 6th Street – Stadium Drive to ML Avenue; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
j. Big Rock Drive – M-43 to M-43; HMA Wedging, Chip Seal, Fog Seal
k. Pondview Drive – 407’ west of Ponds Edge Circle to M Avenue, Ponds Edge Circle – 138’ south of Pondview Drive to Pondview Drive; Crack Fill, Chip Seal, Fog Seal
l. Carver Drive - N Avenue to 2,100’ north of N Avenue, Wilson Drive – 450’ west of Carver Drive to Carver Drive; Crack Fill, Chip Seal, Fog Seal
m. Haven Way – 553’ South of Almena Drive to Almena Drive; Crack Fill, Chip Seal, Fog Seal
n. M Avenue – VanKal Street to 4th Street; Crack Fill, HMA Wedging, Chip Seal, Fog Seal

We recommend the Board approve the Oshtemo Township Local Road Contract, subject to Oshtemo Township’s approval for the Chair’s signature.

I. Request Approval of the Oshtemo Township Local Road Contract for Sewer/Water Related Project
a. Extend approximately 5,800 feet of sanitary sewer and add 14 sanitary manholes and one lift station to 28 residential, 1 small commercial, and 2 Governmental properties along 7th Street and West Main Street and provide each lot with a sanitary lateral
b. Extend approximately 2000 feet of sanitary sewer and add 8 sanitary manholes to 26 residential units on Beech Ave and provide each lot with sanitary lateral
c. Extend approximately 4,300 feet of sanitary sewer and add 17 sanitary manholes to 59 residential units in the Fairlane Subdivision Plat and provide each lot with a sanitary lateral
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e. Extend approximately 6,080 feet of sanitary sewer, add 25 sanitary manholes, and one lift station to 94 residential units in the Skyridge and Burgundy Manor Subdivision Plats and provide each lot with a sanitary lateral
f. Extend approximately 4,270 feet of sanitary sewer and add 46 manholes to 66 residential units in the Whitegate Farms #1 and #2 Subdivision Plats and provide each lot with a sanitary lateral

Please note: Oshtemo does meet the requirements of our Cost Sharing For A Township Initiated Sewer/ Water Related Project Policy. Oshtemo Township local road pavement surface evaluation and rating (PASER) is in the Fair category at 5.741 average. The related projects as part of the sewer plan are in the Poor category, PASER rated 4 or below. Oshtemo is planning to do all of the projects RCKC recommended for 2020, following the 5-year Local Road Capital Improvement Plan. Oshtemo Township has also carried over 2019 Local Road Participation Funds to 2020 using the same policy. We recommend the Board approve the Oshtemo Township Local Road Contracts, subject to Oshtemo Township’s approval for the Chair’s signature.

J. Request Approval of the Texas Township Local Road Contract
a. Briarcliff Lane – O Avenue to 1,172’ north of O Avenue; Crack Fill, Chip Seal, Fog Seal
b. Alidor Street – 203’ south of Phiant Avenue to R Avenue, Phiant Avenue – 913’ west of Alidor Street to Alidor Street; Chip Seal, Fog Seal
c. Clydesdale Avenue – Percheron Street to Belgian Avenue; Crack Fill, Chip Seal, Fog Seal
d. Misty Creek Drive – Willowbend Trail to 12th Street, Willowbend Trail – 304’ west of Fountain Square Drive to Misty Creek Drive, Cranberry Court – 187’ north of Willowbend Trail to Willowbend Trail, Willowbend Way – 184’ north of Willowbend Trail to Willowbend Trail; Crack Fill, Chip Seal, Fog Seal
e. Dustin Circle – P Avenue to Terrier Trail, Terrier Trail – Dustin Circle to Dustin Circle; Crack Fill, Chip Seal, Fog Seal
f. O Avenue – 2,820’ west of 1st Street to 1,400’ east of 4th Street; Crack Fill, HMA Wedging, Chip Seal; Fog Seal
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h. Montezuma Avenue – 4th Street to Shoshone Street, Shoshone Street – Montezuma Avenue to El Dorado Avenue, El Dorado Avenue – Shoshone Street to Denali Street, Himalayas Avenue – El Dorado Avenue to Denali Street, Denali Street – Himalayas Avenue to Andes Avenue, Andes Avenue – Denali Street to Rocky Mountain Street, Rocky Mountain Street – 316’ south of Andes Avenue to 370’ north of Maricopa Trail, Maricopa Trail – 4th Street to Rocky Mountain Street; Crack Fill, Chip Seal, Fog Seal

i. Misty Creek Drive – 11th Street to Willowbend Trail, Fountain Square – Willowbend Trail to Misty Creek Drive; HMA Overlay

j. Paw Lake Drive – 2,140’ east of 2nd Street to S Avenue; HMA Overlay

*We recommend the Board approve the Texas Township Local Road Contract for the Chair's signature*
The regular meeting of the Board of County Road Commissioners of the County of Kalamazoo was held at the Road Commission of Kalamazoo County (RCKC) office at 3801 East Kilgore Road, Kalamazoo, Michigan, on Tuesday, March 17, 2020. Commissioner Buchholtz called the meeting to order at 3:00 p.m.

Present:  Deborah J. Buchholtz, David C. Pawloski, Larry Stehouwer, Michael Boersma
Absent:  Thom Brennan

Also attending: Managing Director Joanna I. Johnson, Operations Director Travis Bartholomew, and Administrative Assistant Selena Rider.

Commissioner Stehouwer moved and it was seconded to approve the agenda as amended. Managing Director Johnson requested to correct under New Business Item F: Request Approval of the Traffic Control Orders (TCO's) letter a from East Cork Street to M Avenue and to add under New Business Item Q: Request Correction for the Approval of Bid #2020-07: Aggregates – Seasonal Requirements.

Carried by the following vote:
Aye:  Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Stehouwer moved and it was seconded to approve the March 3, 2020 regular Board meeting and March 10 – 12, 2020 County Road Association (CRA) and Annual Highway Conference.

Carried by the following vote:
Aye:  Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Pawloski moved and it was seconded to approve the payroll and vendor accounts as presented.

<table>
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<tr>
<th>Account</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Payroll Account</td>
<td>$144,744.70</td>
</tr>
<tr>
<td>Vendor Account</td>
<td>$254,232.81</td>
</tr>
</tbody>
</table>

Carried by the following vote:
Aye:  Buchholtz, Pawloski, Stehouwer, Boersma

Sally Herder of 3728 S. 28th Street shared flooding concerns due to neighbor rerouting water. She stated the water is pond water. She explained the pond has an overflow pipe and the landowner has altered their land by digging trenches, directing the water to the culvert causing flooding of properties on the opposite side of the road. She requested the RCKC to stop the flow of water by sealing the culvert or monitor the culvert, so flooding does not happen in the future. Commissioner Buchholtz advised the Board would investigate this and get back with her. Managing Director Johnson shared our key operation teams have made site visits and when there is a future rain event to potentially visit the site to see what is flowing and where it is coming from. Mrs. Herder stated there is no surface water on the ground and there should be no water flowing through the culvert. Managing Director Johnson shared across this county today there is water in many places for which we have not typically seen based on ground water and other issues. Furthermore, we need to understand where the water is flowing from. Commissioner Buchholtz shared we have high water in many places that we haven’t before and with a future rain event we could observe, clearly and directly where the water is coming from to see if any action can be taken. Discussion continued...

Commissioner Boersma moved and it was seconded to accept the Meadowshire Plat and approve for the Chair’s signature the right-of-way (ROW) easement, located in Section 29 of Richland Township. Managing Director Johnson shared in June of 2013 we saw the Preliminary Plat of Meadowshire. On April 22, 2014 the RCKC Board approved a deeded 33ft with an additional 17ft ROW easement. On June 11, 2019, the Board approved the Preliminary Plat of Meadowshire. The developer has provided the ROW easement as previously approved back in 2014. The Meadowshire Plat is a proposed 19 lot strip plat to be located on a portion of E Avenue which is classified and certified as a local road. Being constructed adjacent to E Avenue, this plat will not include the construction of any new roadways. Commissioner Stehouwer questioned the timing. Commissioner Buchholtz
shared it was economically not feasible for the builder at the time. Managing Director shared the delay from 2013 is not due to the RCKC.

Carried by the following vote:
Aye: Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Stehouwer moved and it was seconded to approve the temporary easement for St. Luke Avenue Lot #1 in Cooper Township for the Managing Director’s signature. Managing Director Johnson shared at the February 18, 2020 regular Board meeting, the Board accepted the petition for abandonment of a portion of St. Luke Avenue, Cooper Township and set a public hearing date. Then on March 3, 2020 the petitioner requested a withdrawal of abandonment request as staff continued to work on potential solutions. Together the resolution has been obtained by a temporary vehicle turnaround easement agreement, should future development occur. This turnaround easement will address future development and the driveway permit application for the parcel on the stub road.

Carried by the following vote:
Aye: Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Boersma moved and it was seconded to approve the final design plans and easement for the River Street Signal Upgrade project at the intersections of River Street at Comstock Avenue and River Street at ML Avenue in Comstock Township for the Board and Managing Director’s signatures on the plan cover sheet. Managing Director Johnson shared our design consultant Hubbell, Roth, & Clark (HRC) worked with us to develop the plans and bid documents. The 2020 Primary Road Capital Improvement Plan (CIP) has this project set to be constructed in 2020. The project would include full replacement of traffic signals including, new underground conduit, poles and cabinets. It will also ensure compliance with the American with Disabilities Act (ADA) at the sidewalk ramps within the signal location. In this situation, RCKC is providing compensation to the owner for both the property acquired ($800.00) and the cost to relocate the commercial sign at this location ($10,550.00).

Carried by the following vote:
Aye: Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Pawloski moved and it was seconded to approve the Geographic Information System (GIS) Technician Agreement with County of Kalamazoo for the Chair’s signature. Managing Director Johnson shared in 2019, representatives from the Kalamazoo County Consolidated County Dispatch Authority (KCCDA), County Planning, County Administration and the RCKC began discussing various Geographic Information Systems (GIS) needs. Presently, we do some of our own GIS work and some areas are also supported by the Kalamazoo Area Transportation Study (KATS). We felt the need to supplement our own resources. For many years, we have collaborated with County planning for our County map, which is also the basis for KCCDA use. As the needs and timeliness of updates to the County map and other GIS demands have grown, the County felt another GIS position in County Planning was needed to support these efforts. KCCDA and RCKC agreed to support funding the new position as a pilot beginning in 2020. We provided County Planning with a potential list of needs and expected timelines. The County approved its 2020 Budget on Tuesday, October 1, 2019 including the creation of a County GIS Technician position, which included the RCKC commitment of $3,000 and the KCCDA commitment of $15,000 to support the position. This agreement was approved on March 4, 2020. We will be monitoring the level of services and timely deliverables, for further review and discussion after our initial pilot year. Commissioner Stehouwer stated he totally supports this agreement and stated it’s a great benefit. Commissioner Buchholtz applauded Managing Director Johnson for taking initiative with the KCCDA Director in seeing an issue and coming up with an idea to present to the county.

Carried by the following vote:
Aye: Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Stehouwer moved and it was seconded to approve the bridge program resolutions to request funding through the Michigan Department of Transportation (MDOT) for the Local Bridge Program call for applications. Managing Director Johnson shared the bridges are selected for submission based upon their condition, review of upcoming road projects and review of the inspection reports that have been entered into the
March 17, 2020

Michigan Bridge Inspection System database. The MDOT allows agencies to submit up to five applications for any given year. This is a competitive process statewide with historically more than 300 applications submitted for the very limited funding. The bridges are proposed by RCKC staff for submittal to the Local Bridge Program for funding in 2023. Commissioner Buchholtz questioned how successful we have been in the past. Managing Director Johnson there was one year we did receive funding. She stated there will be resolution that we have previously supported at our next meeting for the South Washington Bridge from Jeff Heppler, Village of Augusta. Commissioner Stehouwer mentioned that he appreciated hearing about bridge bundling at the County Road Association (CRA) Conference and questioned if this agenda item relates to this. Managing Director Johnson stated it does not relate to this and explained how bridge bundling works. Discussion continued…

RESOLUTION
Supporting Application for Local Bridge Program Funds For Portage Road Bridge Preventive Maintenance

WHEREAS, the Portage Road bridge over the Barton-Howard Lake Channel in Schoolcraft Township, Kalamazoo County, Michigan, was constructed in 2005 as a concrete box beam structure and due to its age is beginning to show signs of deterioration; and

WHEREAS, the current deterioration places a risk on the longevity of the bridge, the service it provides and its value as an important transportation system asset; and

WHEREAS, the investment in preventive maintenance will improve the condition of the bridge deck and bridge beams, avoiding more costly repairs in the future; and

WHEREAS, Road Commission staff has prepared an application for Local Bridge Program Funds to rehabilitate this structure; and

WHEREAS, this Board has considered the application for Local Bridge Program Funds and authorizes the submission of the application for Local Bridge Program Funds for 2023.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Road Commissioners of the County of Kalamazoo does request affirmative consideration of our application for Local Bridge Program Funds and agrees to provide the necessary local funds for this project and to continue to maintain this structure.

RESOLUTION
Supporting Application for Local Bridge Program Funds For Y Avenue Bridge Preventive Maintenance

WHEREAS, the Y Avenue bridge over the Portage Creek in Brady Township, Kalamazoo County, Michigan, was constructed in 1972 as a timber structure with a hot mix asphalt slab overlay and due to its age is beginning to show signs of deterioration; and

WHEREAS, the current deterioration places a risk on the longevity of the bridge, the service it provides and its value as an important transportation system asset; and

WHEREAS, the investment in preventive maintenance will improve the condition of the bridge deck and bridge beams, avoiding more costly repairs in the future; and

WHEREAS, Road Commission staff has prepared an application for Local Bridge Program Funds to rehabilitate this structure; and
WHEREAS, this Board has considered the application for Local Bridge Program Funds and authorizes the submission of the application for Local Bridge Program Funds for 2023.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Road Commissioners of the County of Kalamazoo does request affirmative consideration of our application for Local Bridge Program Funds and agrees to provide the necessary local funds for this project and to continue to maintain this structure.

RESOLUTION
Supporting Application for Local Bridge Program Funds For 24th Street Bridge Preventive Maintenance

WHEREAS, the 24th Street bridge over the Portage Creek in Brady Township, Kalamazoo County, Michigan, was constructed in 2010 as a concrete box beam structure and due to its age is beginning to show signs of deterioration; and

WHEREAS, the current deterioration places a risk on the longevity of the bridge, the service it provides and its value as an important transportation system asset; and

WHEREAS, the investment in preventive maintenance will improve the condition of the bridge deck and bridge beams, avoiding more costly repairs in the future; and

WHEREAS, Road Commission staff has prepared an application for Local Bridge Program Funds to rehabilitate this structure; and

WHEREAS, this Board has considered the application for Local Bridge Program Funds and authorizes the submission of the application for Local Bridge Program Funds for 2023.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Road Commissioners of the County of Kalamazoo does request affirmative consideration of our application for Local Bridge Program Funds and agrees to provide the necessary local funds for this project and to continue to maintain this structure.

RESOLUTION
Supporting Application for Local Bridge Program Funds For YZ Avenue Bridge Replacement

WHEREAS, the YZ Avenue bridge over Portage River in Brady Township, Kalamazoo County, Michigan, was constructed in 1966 as a timber structure with a hot mix asphalt slab overlay and due to its age has reached its end of useful life; and

WHEREAS, these deficiencies place a risk on the longevity of the bridge, impair the movement of commercial traffic, and the accomplishment of agricultural activities; and

WHEREAS, Road Commission staff has prepared an application for Local Bridge Program Funds to replace this structure; and

WHEREAS, this Board has considered the application for Local Bridge Program Funds and authorizes the submission of the application for Local Bridge Program Funds for 2023.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Road Commissioners of the County of Kalamazoo does request affirmative consideration of our application for Local Bridge Program Funds and agrees to provide
March 17, 2020

RESOLUTION
Supporting Application for Local Bridge Program Funds For
North Sprinkle Road Bridge
Rehabilitation

WHEREAS, the North Sprinkle Road bridge over Spring Brook in Richland Township, Kalamazoo County, Michigan, was constructed in 1998 as a concrete arch culvert structure and due to its age is beginning to show signs of deterioration; and

WHEREAS, the current deterioration places a risk on the longevity of the bridge, the service it provides and its value as an important transportation system asset; and

WHEREAS, the investment in rehabilitation will improve the condition of the bridge fascia and headwall, avoiding more costly repairs in the future; and

WHEREAS, Road Commission staff has prepared an application for Local Bridge Program Funds to rehabilitate this structure; and

WHEREAS, this Board has considered the application for Local Bridge Program Funds and authorizes the submission of the application for Local Bridge Program Funds for 2023.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Road Commissioners of the County of Kalamazoo does request affirmative consideration of our application for Local Bridge Program Funds and agrees to provide the necessary local funds for this project and to continue to maintain this structure.

Carried by the following vote:
Aye: Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Stehouwer moved and it was seconded to approve the Traffic Control Orders (TCO)s S 39-02-20, S39-03-20, S 39-04-20, S 39-05-20, and S 39-06-20 for speed limits in Comstock, Oshtemo, and Ross Townships for the Managing Director’s signature. Managing Director Johnson shared RCKC staff identified roads where signs posted do not match TCOs on file. Once this is done, RCKC typically initiates a speed study on the roadway, collects necessary data, and cooperates with the Michigan State Police (MSP) on establishing a TCO if required. In the cases of these roadways, RCKC staff notified the townships of the incorrectly posted speed limits and the speed studies initiated by the RCKC. Speed data was collected on some of these roadways in 2019 while others require more data collection in 2020. Commissioner Stehouwer shared he is supportive, however is disappointed in Croyden Avenue. He stated there is a large apartment complex, hospice facility, pedestrian traffic, a curve in the road, and vacant land. He is disappointed that the parameters of speed studies seem inappropriate in terms of the character of that land and potential future development. He is hopeful in the future as the vacant land develops that a more “common sense” speed limit is set.

a. S 39-02-20 for Park Circle and M Avenue from Sprinkle Road to South 26th Street
b. S 39-03-20 for Midlink Drive from Park Circle Drive to Old Cork Street
c. S 39-04-10 for 37th Street between M-89 and D Avenue
d. S 39-05-20 for Croyden Avenue between Maple Hill Drive and Drake Road
e. S 39-06-20 for Maple Hill Drive between M-43 and the north end of the roadway

Carried by the following vote:
Aye: Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Boersma moved and it was seconded to award the Tree Work #2, Kalamazoo River Valley Trail (KRVT) Bid #2020-09 to Arbanas Tree Service, low bidder meeting specifications for $23,695.00. Managing
Director Johnson shared this segment of KRVT was originally planned as a 2.3-mile extension of the existing 22-mile-long KRVT network. It was not until January of 2020 that MDOT staff confirmed the project would not be included in the MDOT March bid letting and that the plans, specifications and estimate would again need to be revised and a separate bidding process would be necessary to have the trees removed prior to March 31st. The RCKC team began diligently working on this latest set of revisions. Commissioner Stehouwer thanked staff for their hard work and efforts to meet the necessary schedule. Discussion continued....

Carried by the following vote:
Aye: Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Stehouwer moved and it was seconded to approve the Construction Materials Testing Countywide Bid #2020-03 to Soil and Materials, Engineers, Inc. (SME), low bidder meeting specifications with the option to extend the bid for three (3) one (1) year extensions by the mutual agreement of both parties. Managing Director Johnson shared materials sampling and testing is necessary to confirm that the materials being placed on a project as well as the construction method used to place them are meeting accepted standards for RCKC projects.

Carried by the following vote:
Aye: Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Boersma moved and it was seconded to award the Surveying Services Bid #2020-08 to Fishbeck, low bidder meeting specifications with the option to extend the bid for three (3), one (1) year extensions by the mutual agreement of both parties. Managing Director Johnson shared these services were last bid in 2016 with the same extension options as noted within this bid and awarded to Fishbeck. Fishbeck has provided this service, utilizing the same staff, to the RCKC since 2013. Commissioner Stehouwer mentioned he would like to have seen local companies bid. Managing Director Johnson stated, as a public bid, they did have the opportunity to bid.

Carried by the following vote:
Aye: Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Pawloski moved and it was seconded to award the Hot Mix Asphalt (HMA) #1 Bid #2020-13 to Rieth Riley Construction Co., Inc., low bidder meeting specifications for $159,802.15 with the option to extend the bid based on pricing, location or scope of work by mutual agreement of both parties for three (3) one (1) year extensions. Managing Director Johnson shared in 2017 the RCKC had a mill and overlay project on N Avenue between Sprinkle Road and 26th Street. As a part of that project there was a 300-foot section near the Grand Trunk Railroad crossing just east of Sprinkle Road that was not widened due to the proximity of crossing gates and warning lights at the edge of the existing roadway. Grand Trunk Railroad started and completed the work for the replacement of these facilities in the summer of 2019. The work proposed for 2020 will complete the widened section of N Avenue all the way to Sprinkle Road. The project will consist of milling, overlay and trench widening to accommodate a new center turn lane. She mentioned Rieth Riley is the company that has either had a work stoppage or has been on strike that has affected our project on D Avenue the last two years. Commissioner Boersma inquired about liquidated damages. Operations Director Bartholomew shared liquidated damages are $1,000.00 per day and the deadline is clearly noted. Discussion took place...

Carried by the following vote:
Aye: Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Stehouwer moved and it was seconded to approve the Alamo Township Local Road Contract for the Chair’s signature. Managing Director Johnson summarized Items K – O which are all part of our Local Township Program. As the Board is aware, we did extend the local road contracts through April 3rd partially due to the February 28th deadline that we had for HMA projects was not needed since we had the extension in pricing. Furthermore, we have a new team working on the estimates. Commissioner Buchholtz inquired about how projects are selected. Managing Director Johnson shared we use the principles of asset management. We work with our Township partners, even though they are not required to contribute funding, to help fund improvements on the local road system. Some of our townships fund local roads through general fund dollars,
millages and special assessment districts. They are in support of local road improvements for construction purposes as outlined in Public Act (PA) 51. We have taken the position as the local road professionals the right fix at the right time regardless of funding sources. We have our 5-year local road plans and recommend to our township partners which roads with the right fix at the right time in building those 5-year plans some of which are already on our website. This year we made it a goal to have all the 5-year plans on the local road system on website which was shared with the townships. We review all roads in a township based on the funding available and we prioritize them. We select the treatment and make the recommendation by presenting townships various estimates. In future years we need to adjust the type of treatment. This year we now have a Project Engineer dedicated to most of the projects and have 2 Project Superintendents who have been creating these local road estimates. Operations Director Bartholomew stated it was a good year to train these employees since we have an HMA bid extension and have known prices. Discussion continued… Commissioner Stehouwer inquired about a double chip seal. Operations Director Bartholomew shared a double chip seal is 2 layers of chip seal over a prepared graded gravel surface which must be maintained the next year with another chip seal treatment.

a. Stoney Woods Drive – Ravine Road to 2,278’ east of Ravine Road; Crack Fill, Chip Seal, Fog Seal
b. DE Avenue – 2nd Street to 6,920’ east of 2nd Street; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
c. 3rd Street – G Avenue to F Avenue; Crack Fill, Chip Seal, Fog Seal
d. Far Hills Way – F Avenue to 1,240’ north of F Avenue; Crack Fill, Chip Seal, Fog Seal
e. F Avenue – Far Hills Way to 6th Street; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
f. E Avenue – 1,840’ west of 12th Street to 12th Street; Chip Seal, Fog Seal
g. C Avenue – 2,120’ west of 12th Street to 12th Street; HMA Wedging, Chip Seal, Fog Seal
h. Hart Drive – F Avenue to Owen Drive; Chip Seal, Fog Seal
i. F Avenue – 8th Street to 9th Street; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
j. F Avenue – 9th Street to Ravine Road; Crack Fill, Chip Seal, Fog Seal
k. DE Avenue – 3,680’ west of 6th Street to 6th Street; Crack Fill, Chip Seal, Fog Seal
l. Hart Drive – Owen Drive to 6th Street; Chip Seal, Fog Seal
m. EF Avenue – 5,122’ west of 2nd Street to 2nd Street; Gravel, Pulverize, Double Chip Seal
n. F Avenue – 3rd Street to Far Hills Way; Gravel Pulverize, Double Chip Seal

Carried by the following vote:
Aye: Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Boersma moved and it was seconded to approve the Comstock Township Local Road Contract for the Chair’s signature.

a. Sumac Avenue – Treetop Drive to Battenkill Drive, Treetop Drive – Sumac Avenue to Catskill Street, Catskill Street – Treetop Drive to G Avenue, Battenkill Drive – Treetop Drive to G Avenue, Firefly Street – Battenkill Drive to 160’ east of Catskill Street, Cascade Court – Firefly Street to 511’ north of Firefly Street; Crack Fill, Chip Seal, Fog Seal
b. Jacille Avenue – 550’ east of Oranoco Street to 26th Street, Oranoco Street – H Avenue to Jacille Avenue; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
c. HJ Avenue – 26th Street to 1,890’ east of 26th Street; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
d. Buck Avenue – 30th Street to 30’ east of Antler Street, Roush Street – 170’ south of Buck Avenue to Buck Avenue; Crack Fill, Chip Seal, Fog Seal
e. JK Avenue – 28th Street to Worden Avenue, Worden Avenue – JK Avenue to 26th Street, Oran Avenue – Worden to 26th Street; Crack Fill, Chip Seal, Fog Seal
f. 28th Street – M-96 to East Main Street; Crack Fill, Chip Seal, Fog Seal
g. MN Avenue – 26th Street to 28th Street; Crack Fill, Chip Seal, Fog Seal
h. 30th Street – K Avenue to East Main Street; Crack Fill, Chip Seal, Fog Seal
i. 33rd Street – N Avenue to ML Avenue; Crack Fill, Chip Seal, Fog Seal
j. Worden Avenue – Oran Avenue to K Avenue; Crack Fill, Chip Seal, Fog Seal
k. Rosemont Drive – Plaza Place to M-96, Plaza Place – 540’ west of Rosemont Drive to Rosemont Drive; Crack Fill, Chip Seal, Fog Seal
March 17, 2020

Chair Int’l _______

Clerk Int’l _______

l. Henning Street – M-96 to Packard Street, Packard Street – M-96 to East Michigan Avenue; Crack Fill, Chip Seal, Fog Seal
m. Leenhouts Street – East Michigan Avenue to 2,220’ north of East Michigan Avenue; Pulverize, HMA Base, Surface Paving
n. Landing Way – 1,500’ south of G Avenue to G Avenue; Pulverize, HMA Base, Surface Paving

Carried by the following vote:
Aye: Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Stehouwer moved and it was seconded to approve the Cooper Township Local Road Contracts for the Chair’s signature.

a. Walkers Ridge Road – 12th Street to 650’ east of Red Rock Trail, Red Rock Trail – Walkers Ridge Road to Rolling Meadows Drive, Eaglehead Avenue – Red Rock Trail to 650’ east of Rolling Meadows Drive, Rolling Meadows Drive – Eaglehead Avenue to D Avenue (Walker Meadows); Chip Seal, Fog Seal
b. F Avenue – Old Douglas to Westnedge Avenue; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
c. 22nd Street – B Avenue to Baseline Road; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
d. 14th Street – E Avenue to D Avenue; Gravel, Pulverize, HMA Base Paving
e. C Avenue – Douglas Avenue to 17th Street; Crack Fill, Chip Seal, Fog Seal
f. AB Avenue – 16th Street to 17th Street; Crack Fill, HMA Wedging, Chip Seal, Fog Seal

Carried by the following vote:
Aye: Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Stehouwer moved and it was seconded to approve the Pavilion Township Local Road Contract for the Chair’s signature.

a. 26th Street – S Avenue to RS Avenue; Crack Fill, Chip Seal
b. 33rd Street – R Avenue to Q Avenue; Chip Seal
c. T Avenue – 26th Street to 27th Street; Crack Fill, HMA Wedging, Chip Seal
d. TS Avenue – 29th Street to 685’ east of East Indian Lake Drive; Crack Fill, HMA Wedging, Chip Seal, Fog Seal
e. 25th Street – Q Avenue to P Avenue; HMA Wedging, Chip Seal
f. 25th Street – P Avenue to O Avenue; Crack Fill, HMA Wedging, Chip Seal
g. RS Avenue – 25th Street to 28th Street; Crack Fill, HMA Wedging, Chip Seal
h. O Avenue – 2,690’ west of 25th Street to 28th Street, 28th Street – O Avenue to ON Avenue, ON Avenue – 28th Street to 29th Street; Crack Fill, HMA Wedging, Chip Seal

Carried by the following vote:
Aye: Buchholtz, Pawloski, Stehouwer, Boersma

Commissioner Pawloski moved and it was seconded to approve the Prairie Ronde Township Local Road Contract for the Chair’s signature.

a. 2nd Street – U Avenue to TU Avenue; Crack Fill, HMA Wedging, Chip Seal
b. V Avenue – Van Kal Street to 2nd Street; Crack Fill, Chip Seal
c. YZ Avenue – 85’ west of 6th Street to 7th Street; Crack Fill, HMA Wedging, Chip Seal
d. Paw Heights Drive – 2nd Street to Beach Bay Drive, Rainbow Ridge – Paw Heights Drive to 770’ east of Paw Heights Drive, Beach Bay Drive – Paw Heights Drive to 673’ east of Paw Heights Drive; Chip Seal, Fog Seal (1-2 years)
e. Prairie Ronde Road – Deer Run Road to 467’ north of Woodbrook Street, Woodbrook Street – Prairie Ronde Road to 11th Street, Angus Avenue – Woodbrook Street to Deer Run Road, Silo Street – Angus Avenue to Deer Run Road, Deer Run Road – Prairie Ronde Road to Angus Avenue, Prairie Ronde Road – YZ Avenue to Deer Run Road; Crack Fill, HMA Wedging, Chip Seal, Fog Seal

Carried by the following vote:
March 17, 2020

Commissioner Buchholtz shared she had sent out the Board Self Evaluation Form and requested discussion. Commissioner Stehouwer mentioned that he appreciated the effort to those who put together the survey and using this opportunity to critique ourselves as Board members. Discussion continued...

Commissioner Boersma moved and it was second to correct the previous award of the Aggregates—Seasonal Requirements Bid #2020-07 from the March 3, 2020 Board meeting to Aggregate Resources Inc., Hillside Gravel LLC, Top Grade Aggregates LLC, Verplank Trucking, aggregate Industries, Austin Sand & Gravel, and Superior Gravel based on haul distance for material loaded in RCKC trucks and by low bidder for material delivered to RCKC yard. Managing Director Johnson shared Stoneco did not bid, and Aggregate Resources, Austin Sand & Gravel, and Superior Gravel were excluded from the memo, yet they were listed on the Bid tab correctly.

Carried by the following vote:
Aye: Buchholtz, Pawloski, Stehouwer, Boersma

Managing Director Johnson commended the team and appreciates the honors that the RCKC was awarded at the CRA Highway Conference. Furthermore, she will have the awards available at a future Board meeting. She stated we have been monopolized as well as other agencies with COVID-19. Furthermore, we have been engaged with various entities and thanked Kalamazoo and County Governments including County Administrator Tracie Moored who has kept us in the loop. She stated the RCKC issued a press release stating that we are continuing operations and although we have not closed our lobby, we are taking precautions and encouraging in all lines of our business to do things by teleconference and or mail delivery. Many conferences, training sessions and seminars that we have had planned have since been canceled. She stated we are doing all we can to protect our citizens and our employees. We will continuously send out notices and updates sharing best practices that have also been shared with us. Discussion continued... Managing Director Johnson shared we sent out our first construction press release for 2020 on county projects that included tree removal on U Avenue and S Avenue.

Commissioner Boersma announced that the Environment Health Advisory Council (EHAC) has been postponed to a future date. He had an informative time in Lansing at the CRA Highway Conference. He stated that both he and Commissioner Buchholtz shared time at a training session on Roberts Rules of Order where he learned what happens when dysfunctional Board members do not follow Roberts Rules. He and Commissioner Buchholtz discussed coming up with Board by-laws to address worse case scenarios like surprise amendments to the agenda, especially if they are personnel related which happened in a neighboring county. He enjoyed walking through the Road Show with Operations Director Bartholomew and found it very informative

Commissioner Buchholtz shared that Commissioner Brennan informed her that the Board of Public Works (BPW) met and he is now Vice Chair of that organization.

Commissioner Stehouwer mentioned he appreciates the work of our Board and staff and stated situations may arise when we need a special meeting at the Board level such as funding limits. He shared the Board could be called in if necessary. He stated meeting every other week sets a good pace for normal business. He appreciates everyone exercising patience during this time with COVID-19. At the CRA Highway Conference he appreciated the efforts of RCKC staff that showed in awards received in the communication area, roadside vegetation management and honors to Managing Director Johnson for receiving the Distinguished Service Award. He stated the conference was very valuable and a keynote speaker stated, “we have the opportunity to overcome adversity”. Positive Relationships was another good topic where we were given tools to work on them. Another topic he found interesting was Creating Fairness in Road Funding. He stated we are not all the same and how you learn when you get to know the differences. He stated many of us were surprised to learn in some counties how local roads are far superior to primary roads.

Commissioner Pawloski echoed Commissioner Stehouwer comments. He stated he is very proud of the way we do business at the RCKC and heard many great comments from other road commissions at the CRA
March 17, 2020

Highway Conference. He stated the awards received were well deserved. He appreciated Managing Director Johnson canceling future trainings and seminars. He will be present at the May 12th Board meeting since his conference was canceled. He mentioned to Commissioner Boersma that he watched the City of Kalamazoo meeting and learned the threshold is usually $100,000 and stated they temporarily raised it to $5 million due to large construction projects in the near future.

Commissioner Buchholtz mentioned in the last addition of CRA Crossroads Magazine our very own Jim Hoekstra, Traffic and Project Engineer was featured for receiving the Urban Engineer of the Year Award. Managing Director Johnson mentioned she had the opportunity to testify about asset management and understanding how projects are selected. The House of Appropriations for Transportation committee knew the condition of our roads in Kalamazoo County. She gave kudos to the RCKC team for being recognized.

Commissioner Pawloski thanked State Representatives Jon Hoadley and Beth Griffin for meeting with us at the CRA Highway Conference.

Commissioner Buchholtz enjoyed watching RCKC staff walk the floor of the Road Show. She shared seeing their interaction and involvement with the people they know and how well they are respected and sought after for advice was exciting. Furthermore, seeing the excitement in our new Project Superintendents was fun to see, including the ownership of the work that they do. Commissioner Boersma mentioned he may potentially be absent at the May 12th Board meeting.

The meeting was adjourned at 4:46 p.m.

Attest: Timothy A. Snow, County Clerk

By: ________________________________, Chair ________________________________, Deputy Clerk
Summary Report of Cash Receipts and Disbursements
For the March 31, 2020 Board Meeting

Current Activity
Available funds from previous report 9,426,819.75
Receipts and interest for the current period 0.00
Payroll disbursements to be approved today (144,110.97)
Payables disbursements to be approved today (384,635.69)
Available funds as of March 31, 2020 8,898,073.09

Summary Disbursements
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<th>From</th>
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Available Funds
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<td>Total Funds Available 8,898,073.09</td>
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Ann Simmons
Finance Director

Joanna I. Johnson
Managing Director

Deborah J. Buchholtz
Board Chair
TRAVEL EXPENSE VOUCHER

PERIOD COVERING
From 1/1/20 TO 3/31/20

ACCOUNT NO. 515 000 000000 861.010

2020 IRS Rate  - $ 0.575 mile

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TOTAL AMOUNT OF VOUCHER 178.82

I hereby certify that all items of expense included in this statement were incurred in the discharge of authorized official business; that the amounts are correct; and that they represent proper charges against the Road Commission of Kalamazoo County.

Date  3/23/2020

Signed

Approved
Road Commission of Kalamazoo County
TRAVEL EXPENSE VOUCHER

Date Submitted: 03/17/2020
PERIOD COVERING: From 01/01/2020 TO 03/17/2020
ACCOUNT NO.: 515 000 000000 861.010

2020 IRS Rate - $ 0.575 mile

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North Grand Parking Ramp
City Lansing Parking Department
North Grand Parking Ramp
Pay on Foot: #4
DATE: 03/10/20
TIME: 03:11 PM
Receipt No. 23/21/215/3
Ticket: 031312298
Fee: 15.00
Credit: 15.00
Trans ID: 3666
Card No.: **********7846
Entry: 03/10/20 07:37 AM
Valid: 03/10/20 03:10 PM

Thank You for Parking With Us
Enjoy the Rest Of You Day
Don't Text and Drive

Total Amount of Voucher: 0181.76

I hereby certify that the expenses included in this statement were incurred in the discharge of authorized official business; that the amounts are correct; and that they represent proper charges against the Road Commission of Kalamazoo County.

Signed

Approved

Date: 03/17/2020
March 12, 2020

Mr. Jim Hoekstra,
Kalamazoo County
3801 E Kilgore Road
Kalamazoo, Michigan  49001

Dear Mr. Hoekstra:

Project Name:  U Avenue, Portage Road
Control Section:  HSIP 39000
Job Number:  TBD

The Michigan Department of Transportation (MDOT) is pleased to inform you that the subject project has been approved for federal funding in the 2021 fiscal year (FY). All agencies were previously notified by telephone and approved projects are posted on MDOT’s website at www.michigan.gov/mdot.

Control Section:  HSIP 39000 - Job Number:  TBD
Safety Improvement Project Approved Amount:  $700,000
Federal Participation:  $600,000
Project Name:  U Avenue, Portage Road
Project Limits:  U Avenue from Oakland Drive to Portage Road
Work Description:  HMA crush and shape, construct center left turn lane on Portage Road at U Avenue, superelevation correction on U Avenue, widen paved shoulders to 3 feet in areas with paving work, and enhanced curve signing

This project will be funded with 90 percent federal funds. Unless otherwise approved in writing by MDOT at the time of obligation, the federally participating project costs for the 2021 Highway Safety Improvement Program (HSIP) are limited to the project costs submitted with the application and listed above, plus the lesser of an increase of 20 percent or $20,000 above the total project cost. The maximum amount of federal funds allowed for this project is $600,000 for the construction phase let to contract, as long as the above listed limits are not exceeded.

Preliminary engineering, construction engineering, and right-of-way costs are not eligible for reimbursement. Nonparticipating construction items of work may be included in the overall project estimate, but are not reimbursable for federal funding. Items such as decorative lighting, brick sidewalks, street pavers, or any items that are not safety related in nature are not eligible for federal aid. These items will be reviewed once the preliminary plans are developed.

Funds for this project must be obligated in FY 2021. In order to accomplish this, the programming application form must be completed and returned to our office when the engineer’s estimate is completed. The programming application form is available on MDOT’s website at www.michigan.gov/mdot. In the ‘Doing Business’ menu, select ‘Forms’, under ‘Local Government’ select Program Application/Reimbursement Forms - Form 0258 is to be used for bridge projects and Form 0260 is to be used for road projects. As plans near completion, a grade inspection (GI) meeting can then be scheduled with our office.
Federal funds cannot be obligated until the following steps have been completed:

- The Program Application has been completed
- GI meeting has been held
- Environmental/historical clearance is received
- Permits are obtained and included in the project approval
- Right-of-way issues are cleared
- Final plans are submitted

Local Agencies within Metropolitan Planning Organization (MPO) areas must coordinate with their MPO to ensure inclusion of their project in the area’s Transportation Improvement Program (TIP) for the fiscal year for which the project was selected. MDOT’s Local Agency Programs Section will supply a list of selected projects to the MDOT Planning group, but it is the local agency’s responsibility to ensure these projects are included in the State Transportation Improvement Program (STIP).

Provided MDOT has obligation authority remaining, HSIP funds will be obligated up through August 31, 2021. Therefore, to ensure funds are obligated prior to this date, it is imperative that the project’s final package is completed and submitted to MDOT by August 17, 2021. Once posted, the Local Agency Programs FY 2019 Project Planning Guide can be accessed at www.michigan.gov/mdotlap and contains the milestone dates required for a GI submittal in order to obligate your project for the fiscal year. If your local agency wishes to obligate and construct your project prior to the fiscal year for which it was selected, they may do so by utilizing the advance construct process. The Local Agency is responsible for ensuring the project is listed in the (S)TIP for both fiscal years (the year obligated and the year federal funds are converted).

Every effort has been given to maintain a fiscally constrained program and maximize the use of limited available funds. Projects will be handled on a first come, first served basis, so please make every effort to stay on schedule.

If your project is not obligated in FY 2021, MDOT may elect to retract approved funding and you will be required to resubmit your project under a future call. If a project has received prior written approval to be carried over to FY 2022, the agency will be scored significantly lower on subsequent project submittals for two years. Funding for any 2021 project not obligated by FY 2022 will be rescinded. Any changes in the scope of work or significant changes in project cost which cannot be justified will be denied.

Please send the programming application form, GI and final plans to:

Pamela R. Blazo, P.E.
Michigan Department of Transportation
Local Agency Programs, B215
425 W. Ottawa Street
P.O. Box 30050
Lansing, Michigan 48909

If you have any questions, please contact Pamela Blazo, Safety Programs Engineer, at (517) 335-2224 or blazop@michigan.gov.

Sincerely,

Pamela R. Blazo, Safety Engineer
Local Agency Programs
March 12, 2020

Mr. Jim Hoekstra,
Kalamazoo County
3801 E Kilgore Road
Kalamazoo, Michigan 49001

Dear Mr. Hoekstra:

Project Name: Dual Stop and Stop Ahead signs
Control Section: HSIP 39000
Job Number: TBD

The Michigan Department of Transportation (MDOT) is pleased to inform you that the subject project has been approved for federal funding in the 2021 fiscal year (FY). All agencies were previously notified by telephone and approved projects are posted on MDOT’s website at www.michigan.gov/mdot.

Control Section: HSIP 39000 - Job Number: TBD
Safety Improvement Project Approved Amount: $224,379.18
Federal Participation: $200,000
Project Name: Dual Stop and Stop Ahead signs
Project Limits: 279 intersection approaches
Work Description: Dual Stop and single Stop Ahead signs without reflective post sheeting

This project will be funded with 90 percent federal funds. Unless otherwise approved in writing by MDOT at the time of obligation, the federally participating project costs for the 2021 Highway Safety Improvement Program (HSIP) are limited to the project costs submitted with the application and listed above, plus the lesser of an increase of 20 percent or $20,000 above the total project cost. The maximum amount of federal funds allowed for this project is $600,000 for the construction phase let to contract, as long as the above listed limits are not exceeded.

Preliminary engineering, construction engineering, and right-of-way costs are not eligible for reimbursement. Nonparticipating construction items of work may be included in the overall project estimate, but are not reimbursable for federal funding. Items such as decorative lighting, brick sidewalks, street pavers, or any items that are not safety related in nature are not eligible for federal aid. These items will be reviewed once the preliminary plans are developed.

Funds for this project must be obligated in FY 2021. In order to accomplish this, the programming application form must be completed and returned to our office when the engineer’s estimate is completed. The programming application form is available on MDOT’s website at www.michigan.gov/mdot. In the ‘Doing Business’ menu, select ‘Forms’, under ‘Local Government’ select Program Application/Reimbursement Form 0260 for road projects. As plans near completion, a grade inspection (GI) meeting can then be scheduled with our office.

Federal funds cannot be obligated until the following steps have been completed:
• The Program Application has been completed
• GI meeting has been held
Local Agencies within Metropolitan Planning Organization (MPO) areas must coordinate with their MPO to ensure inclusion of their project in the area’s Transportation Improvement Program (TIP) for the fiscal year for which the project was selected. MDOT’s Local Agency Programs Section will supply a list of selected projects to the MDOT Planning group, but it is the local agency’s responsibility to ensure these projects are included in the State Transportation Improvement Program (STIP).

Provided MDOT has obligation authority remaining, HSIP funds will be obligated up through August 31, 2021. Therefore, to ensure funds are obligated prior to this date, it is imperative that the project’s final package is completed and submitted to MDOT by August 17, 2021. Once posted, the Local Agency Programs FY 2019 Project Planning Guide can be accessed at www.michigan.gov/mdotlap and contains the milestone dates required for a GI submittal in order to obligate your project for the fiscal year. If your local agency wishes to obligate and construct your project prior to the fiscal year for which it was selected, they may do so by utilizing the advance construct process. The Local Agency is responsible for ensuring the project is listed in the (S)TIP for both fiscal years (the year obligated and the year federal funds are converted).

Every effort has been given to maintain a fiscally constrained program and maximize the use of limited available funds. Projects will be handled on a first come, first served basis, so please make every effort to stay on schedule.

If your project is not obligated in FY 2021, MDOT may elect to retract approved funding and you will be required to resubmit your project under a future call. If a project has received prior written approval to be carried over to FY 2022, the agency will be scored significantly lower on subsequent project submittals for two years. Funding for any 2021 project not obligated by FY 2022 will be rescinded. Any changes in the scope of work or significant changes in project cost which cannot be justified will be denied.

Please send the programming application form, GI and final plans to:

Pamela R. Blazo, P.E.
Michigan Department of Transportation
Local Agency Programs, B215
425 W. Ottawa Street
P.O. Box 30050
Lansing, Michigan 48909

If you have any questions, please contact Pamela Blazo, Safety Programs Engineer, at (517) 335-2224 or blazop@michigan.gov.

Sincerely,

Pamela R. Blazo, Safety Engineer
Local Agency Programs
Memo

To: Board of County Road Commissioners of the County of Kalamazoo
From: Joanna I. Johnson, Managing Director
Date: March 17, 2020
Re: Local Bridge Program Resolution of Support

Recommended Road Commission of Kalamazoo County (RCKC) Action:
We recommend the Board approve the Resolution of support for the Local Bridge Program for the Washington Street Bridge in the Village of Augusta.

BACKGROUND
The Michigan Department of Transportation (MDOT) has posted the Call for Applications for the Local Bridge Program. The Village of Augusta is seeking our support for their Washington Street Bridge. This is unusual as we are also competing for these funds. However, we also want to support our smaller agencies in Kalamazoo County and support of the funding coming to Kalamazoo County. Resolutions of support are not one of the criteria used for funding selection.

The Village applied for funding from the Local Bridge Program Funding and was not selected. We supported the application in 2018 and 2019 by similar resolution to assist with the complete replacement of the Washington Street Bridge over the canal of Augusta Creek (STR 4666). The existing steel I-beam structure was built in 1921 and is in poor condition. It is currently load rated at 5 tons. Washington Street parallels Michigan Avenue (M-96) and is the only main through street in Augusta crossing the creek. This roadway is key if anything were to occur on Michigan Avenue resulting in a detour. The alternate detour around is 18 miles.

ALTERNATIVES
The Board could choose to not support the resolution and/or modify it.

BUDGETARY IMPACT
There is not a direct budget impact to the RCKC. This bridge could be chosen and one of our bridges may not be selected. However, there are clear guidelines on the selection of bridges that determine which are/are not funded.

SUMMARY
We recommend the Board approve the Resolution of Support for the Local Bridge Program for the Washington Street Bridge in the Village of Augusta for the Chair's signature.
RESOLUTION

Supporting Application for Local Bridge Program Funds FY 2023
For
Village of Augusta Bridge # STR 4666

WHEREAS, the Washington Street Bridge over the canal of Augusta Creek in the Village of Augusta, Kalamazoo County, Michigan, was constructed in 1921 as a steel I-beam structure and is in poor condition; and

WHEREAS, the current deterioration places a risk on the longevity of the bridge, the service it provides and its value as an important transportation system asset with a current load rating of 5 tons; and

WHEREAS, the investment in the complete bridge replacement will improve the condition of the bridge, avoiding more costly repairs in the future; and

WHEREAS, the Village of Augusta has prepared an application for Local Bridge Program Funds to replace this structure; and

WHEREAS, the Village Council will consider the application for Local Bridge Program Funds and authorize the submission of the application for Local Bridge Program Funds for FY 2023.

NOW, THEREFORE, BE IT RESOLVED that the Road Commission of Kalamazoo County supports the consideration of the Village of Augusta application for Local Bridge Program Funds.

Road Commission of Kalamazoo County

By_________________________________________ Dated: March 31, 2020
Chair
Memo

To: Board of County Road Commissioners of the County of Kalamazoo,
    Joanna I. Johnson, Managing Director
From: Ryan Minkus, PE, PTOE, County Engineer
Date: March 27, 2020
Re: Stadium Drive Sidewalk – West of Quail Run Drive to 11th Street, Oshtemo Township, Final Plan Cover Sheet and Resolution

Recommended Road Commission of Kalamazoo County (RCKC) Action:
We request the Board approve the final design plans and resolution for the Stadium Drive Sidewalk from west of Quail Run Drive to 11th Street in Oshtemo Township for the Board and Managing Director’s signatures on the plan cover sheet and Chair’s signature on the resolution.

BACKGROUND
During the Kalamazoo Area Transportation Study’s (KATS) call for projects for the 2019 – 2023 Transportation Improvement Program (TIP), they include a call for non-motorized projects to utilize local Transportation Alternatives Program (TAP) funds. These TAP funds are separate from the statewide funds that are available each year, and do not require screening and approval from the Michigan Department of Transportation (MDOT) to be included on a local KATS TIP. As a part of that process, this project was selected from the list of projects, and awarded funding for the fiscal year 2020.

Oshtemo Township engaged engineering consultant Prein & Newhof (P&N) to complete the design and oversee construction of the project. The contract for this work is directly between these two entities and does not involve the RCKC. P&N has completed the engineering design work, as well as assisted the Township with the acquisition of easements necessary to complete the project. The project will consist of the construction of sidewalk on both the north and south sides of Stadium Drive from approximately 700-feet west of Quail Run Drive (near the Consumers Energy property) to 11th Street. A small section of retaining wall will be required on the north side of Stadium Drive between the Shell gas station and 11th Street to accommodate the sidewalk. Additionally, improvements to sidewalk ramps, bus stop pads and pedestrian traffic signals will also be made as a part of the project.

With a signed cover sheet and resolution, these items can be turned into MDOT and the project can continue moving forward toward a May 2020 bid letting.

Oshtemo Township has an approved umbrella non-motorized agreement that covers this facility. This agreement was approved by the RCKC Board at the April 17, 2018 Board meeting. As a part of the KATS TIP application process, the Township was also required to complete the RCKC Non-Motorized application.

ALTERNATIVES
Currently few alternatives exist. As the project is moving toward construction, and obligation of the Federal dollars needs to happen during the 2020 fiscal year (ends September 30, 2020).

**BUDGETARY IMPACT**

The project is included in the RCKC 2020 Primary Road Capital Improvement Plan (CIP). Per the previous approved umbrella agreement by the Board on April 17, 2018, all costs associated for the design, construction and maintenance of the non-motorized facility project will be at the expense of Oshtemo Township. The project will be bid through the MDOT process and designed by an engineering consultant. As the Act 51 agency the project will be considered a RCKC project, audited and on our records until it is finally closed with MDOT. This typically extends for a time well beyond the end of the physical construction on the project.

The sidewalk currently has funding through the local KATS TAP funds in the amount of $259,913 to help offset the overall costs of construction for the projects. The current engineer’s estimate is $532,041, which leaves a balance of $272,128 to Oshtemo Township to serve as a match to the TAP dollars.

**SUMMARY**

We recommend the Board approve the final design plans and resolution for the Stadium Drive Sidewalk from west of Quail Run Drive to 11th Street in Oshtemo Township for the Board and Managing Director’s signatures on the plan cover sheet and Chair’s signature on the resolution.
RESOLUTION ADOPTED BY THE
BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF KALAMAZOO

March 31, 2020

WHEREAS, the Stadium Drive Sidewalk from 700 feet west of Quail Run Drive to 11th Street, construction project, within Oshtemo Township, MI, in Kalamazoo County, is to be a public facility within Kalamazoo County, Michigan; and

WHEREAS, the Board of County Road Commissioners of the County of Kalamazoo, Michigan, has entered into agreement on April 17, 2018 with Oshtemo Township to design and construct the Stadium drive Sidewalk; and

NOW, THEREFORE, BE IT RESOLVED that the Board authorizes the Managing Director of the Road Commission of Kalamazoo County (RCKC) to request funding through the Transportation Alternatives Program; and

BE IT FURTHER RESOLVED that the Board authorizes the County Engineer of the RCKC to act as the agency’s applicant during the project development, and to provide signature to the project program application upon funding award; and

BE IT FURTHER RESOLVED that the Board attests to the existence of and commits to the matching funds necessary to carry out the project

BE IT FURTHER RESOLVED that the Board, through an agreement with Oshtemo Township, commits to owning, operating, funding and implementing a maintenance plan over the design life of the facility constructed with Transportation Alternatives funding.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF KALAMAZOO, MICHIGAN

By ____________________________  Deborah J. Buchholtz, Chair

Dated March 31, 2020
ROAD COMMISSION OF KALAMAZOO COUNTY
KALAMAZOO COUNTY, MICHIGAN
IN COOPERATION WITH
MICHIGAN DEPARTMENT OF TRANSPORTATION
AND
FEDERAL HIGHWAY ADMINISTRATION
STADIUM DRIVE SIDEWALK
JOB NUMBER: 206301
CONTROL SECTION: TAU 39000
Memo

To: Board of County Road Commissioners of the County of Kalamazoo,
    Joanna I. Johnson, Managing Director

From: Ryan Minkus, PE, PTOE, County Engineer

Date: March 27, 2020

Re: Culvert Design, Fabrication and Delivery, 32nd Street Over Asher Drain Culvert Bid 
#2020-10 Award

Recommended Road Commission of Kalamazoo County (RCKC) Action:
We recommend the Board award the design, fabrication and delivery of the 32nd Street culvert to 
Northern Concrete Pipe, Inc. for Option #1, a precast concrete box culvert quoted at $84,090.00, low 
bidder meeting specifications and contingent upon award of the future 2020 32nd Street Culvert 
installation bid in April.

BACKGROUND
At the January 9, 2018 Board meeting, a Local Road Participation Fund Contact was approved for 
32nd Street from U Avenue to T Avenue, to gravel, pulverize, and Hot Mix Asphalt (HMA) pave 
base course only in Brady Township. As a part of that contract, one culvert (an existing timber 
structure with an approximate span length of 13-feet) was identified to be a part of the project.

As originally included in the 2018 contract the plan for this culvert was to utilize the existing timber 
abutments and replace the timber bridge deck. Upon further inspection, it was determined that 
the abutments had already been left in placed during a previous deck replacement/patch, and it 
would be advisable to completely replace the culvert at this time. The Township was agreeable to 
this solution, and RCKC engineering consultant Wightman was contracted to assist with the 
design and bidding documents for the replacement. As the 2018 project only included paving 
back through the base course of HMA, both the 2018 and 2019 construction seasons were 
available to allow for the installation of the new culvert and not impact the final HMA paving.

In July y of 2019, the RCKC opened bids for Bid #2019-20, which had bundled the culvert design, 
fabrication and installation all into one package. At that time, the low bid was 83% ($220,000) 
over the contract that RCKC had with Brady Township. Because of this that bid was not awarded, 
and the Township contract was cancelled. Staff followed up with bidders, and other contractors 
who did not bid, to inquire what could have been improved to attract better pricing and more 
bidders. Lack of time for the structure design, the uncertainty of the structure to be installed, and 
posting the bid later in the construction season were all factors that contributed to the lack of 
bidders and increased pricing on those that were submitted.

With this information in hand, RCKC and the Township agreed to attempt the latest approach to 
get this culvert replaced. Two bids will be created for the project. First, Bid #2020-10 will be for 
the design, fabrication and delivery of the culvert to the site. The second, which will be posted in 
April, will be for the installation of the selected structure from the #2020-10 bid. Both bids are to 
be awarded early in the 2020 construction season. This was deemed the best approach to
address as many of the concerns the contractors had from the previous bid, to attract more contractors to bid.

The Northern Concrete Pipe, Inc. proposal included two options for a precast concrete box culvert. The first option included concrete headwalls and wingwalls on the ends of the culvert that would allow for flatter slopes to be used off the shoulder of the roadway. Second was the same box culvert, but did not include any headwalls or wingwalls, and the overall length of the culvert was 8-feet shorter than the first option but also provided a per foot cost in the event that we required the length of the culvert to be extended beyond what was estimated. This alternative would require much steeper slopes off the roadway shoulder. The following table reflects the anticipated overall project costs based on the as-bid material pricing, and engineer’s estimate for the remaining construction for each structure. The Northern Concrete Pipe Option #2 material price has been corrected to reflect the same culvert length as Option #1. After consulting with Wightman, this will likely be required to achieve constructible side slopes off the roadway shoulder for that option.

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Either of the Northern Concrete Pipe options would be the low bid. Since the two prices are relatively close to each other (±5%), staff investigated the longer-term maintenance responsibilities related to the two options. One key metric to review is side slope, and steeper slopes tend to result in more frequent washouts that require equipment, labor and materials to repair. Slopes are typically described by their change in vertical height, by their change in horizontal length. For example, a typically roadway side slope that is used because a car can return to the roadway if it happens to slide down is a 1 on 3. That means for every 1-foot in change vertically down the slope, you would have to travel 3-feet away from the top. A 1 on 3 slope is often considered the maximum slope that will allow for the area to be maintained by a lawn mower.

For this project, Wightman has estimated that for Option #1, the project would utilize side slopes of 1 on 4. This would allow staff easier access to the headwalls and wingwalls for inspection and maintenance and would likely result in substantially fewer washouts. Another added benefit is that this also would allow for standard length sign and guardrail posts to be used, as these items have installation height requirements from the roadway and minimum bury depths.

Wightman has estimated that for Option #2, the project would utilize side slopes of 1 on 2. This is less than desirable, as at this slope erosion and washouts tend to happen more frequently, it would increase slip and fall hazards during inspections of the culvert and maintenance operations. This would also have impacts on sign and guardrail posts lengths, for the same reasons mentioned earlier.

After reviewing all this information, staff concluded that the Northern Concrete Pipe Option #1 for the precast concrete box culvert with headwalls and wingwalls is the preferred option. The cost
savings from the reduced maintenance activities over the life of the culvert will outweigh current price difference between Option #2.

Northern Concrete Pipe has supplied precast concrete box culverts to the RCKC in the past. The most recent project was for O Avenue, just west of 36th Street. That structure also came with headwalls and wingwalls and is performing as expected.

**ALTERNATIVES**
The Board could selection the Northern Concrete Pipe Option #2 for award. This alternative is not recommended as there will likely be increased maintenance costs and impact when compared to Option #1.

**BUDGETARY IMPACT**
The low bid of $84,090 was 16% (±$16,000) under the engineer's estimate for this work. All three of the estimated final costs shown in the table are under the current contract amount with Brady Township. We are recommending award of this bid contingent on the award of the installation bid, so as not to require the purchase of the culvert if the construction costs exceed our current contract amount with the Township.

**SUMMARY**
We recommend the Board award the design, fabrication and delivery of the 32nd Street culvert to Northern Concrete Pipe, Inc. for Option #1, a precast concrete box culvert quoted at $84,090.00, low bidder meeting specifications and contingent upon award of the future 2020 32nd Street Culvert installation bid in April.
**Bid #:** 2020-10  
**Project:** 32nd Street over the Asher Drain - Design, Fabrication and Delivery

**Bid Opening Date:** Tuesday, March 24, 2020 at 10:00 a.m.  
**Bid Award Date:** Tuesday, March 31, 2020

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<th>Vendor</th>
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<th>Project Total Amount</th>
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<td>Northern Concrete Pipe, Inc.</td>
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<td>Northern Concrete Pipe, Inc.</td>
<td>Precase Conc. Box Culvert</td>
<td>$68,922.00</td>
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<tr>
<td>Contech Engineered Solutions</td>
<td>Big R Customer Rolled Girder</td>
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*Contech: Submittal non-compliant.
Memo

To: Board of County Road Commissioners of the County of Kalamazoo,
  Joanna I. Johnson, Managing Director
From: Jim Page, Road Maintenance Superintendent
      Tara Hendricks, Administrative Assistant - Operations
CC: Travis D. Bartholomew, Operations Director
    Bill DeYoung, General Superintendent
Date: March 27, 2020
Re: Roadside Mowing Services, Bid #2020-11 Award

Recommended Road Commission of Kalamazoo County (RCKC) Action

We request the Board award Bid# 2020-11 Roadside Mowing Services for Specification #1 to Property Revolution, LLC, low bidder, meeting specifications for $37,273.08 per year, with the option to extend the bid for three (3), one (1) year extensions by the mutual agreement of both parties.

We request the Board award Bid #2020-11 Roadside Mowing Services for Specification #2 to J. Jablonski and Sons Inc., low bidder, meeting specifications for $82,990.70 per year, with the option to extend the bid for three (3), one (1) year extensions by the mutual agreement of both parties.

Background

RCKC maintains our roadside vegetation to provide the motoring public a clear vision area on straight sections of roadway and especially at intersections for safety. Roadside mowing also helps maintain a clear view of traffic control devices. Roadside Mowing Services Specification #1 requires vegetation and brush to be cut back a minimum of 6 feet from the edge of the shoulder, 4 to 6 inches tall and up to 4” in diameter. Intersection radii are to be cut 150 feet in all directions and a minimum of 15 feet wide to obtain a clear vision area. Roadside Mowing Services Specification #2 requires mowing of all grasses and vegetation cut 4” to 6” above the level of the ground, one swath from the outside edge of the gravel shoulder or edge of pavement at a minimum distance of 15”. We also require all mowing to be complete within 30 calendar days of notice to commence. RCKC mows 965 road miles, of the 1,268 road miles we maintain, three times (cycles) a year on designated primary and local roads, excluding platted streets. RCKC divided the County into 3 areas. Each cycle of mowing will have ten (10) townships receive Specification #1 and five (5) townships receive Specification #2 mowing, so that by the end of the year all townships will have had the Specification #2 mowing. Specification #2 mowing requirements are designed to address the vegetative growth that the Specification #1 mowing and the Tree & Woody Vegetation control program do not address.

We had nineteen (19) downloads of this bid, primarily from the Builders Exchange. This bid was last advertised in 2018, which had 3 responses. Frontline Maintenance & Services, LLC., J. Jablonski and Sons Inc., and Treeworks, Inc. at that time and awarded to Frontline Maintenance & Services, LLC., on May 18, 2018 for $119,312.40. Also awarded was Treeworks, Inc. for Additional Width Mowing on May 18, 2018 for $12,000.00 per the bid three (3), one (1) year extensions were exercised by all parties. Both declined to extend the bid. Frontline Maintenance & Services, LLC., is no longer providing roadside mowing services. Treeworks, Inc., decided not to bid due to issues and costs related to a phone pedestal for which they were responsible for damages.

Alternative

The RCKC could reduce the number of mowing’s per year from 3 to 2 as we have done in the past. However, we do not recommend this, as additional mowing has assisted with service requests and roadside management.
Budget

In 2019, RCKC spent $129,153 on contract mowing.

Our 2020 Budget includes $40,000.00 for primary (934000) contract mowing and $105,000.00 for local (934000) contract mowing for a total of $145,000.00.

The total low bid amount per Roadside Mowing Services Specification type for Areas 1, 2, and 3 for the 2020-11 Specification #1 is $37,273.08. The total low bid amount per cycle for Areas 1, 2, and 3 for the 2020-11 Specification #2 is $82,990.70. The total proposed bid award is $157,536.86. This is $12,536.86 over the budgeted amount of $145,000.00 for local and primary contract mowing. As per the terms of the proposal RCKC reserves the right to increase or decrease services or requirements or make any changes necessary at any time during the term of this contract. With the impact of COVID-19, staff will be closely monitoring all budget line items and may need to make changes in the level of services. We will note the Vacuum Truck Sweeping Bid is below our budgeted amount.

Summary

We recommend the Board award Bid# 2020-11 Roadside Mowing Services for Specification #1 to Property Revolution, LLC, low bidder, meeting specifications for $37,273.08 per year, with the option to extend the bid for three (3), one (1) year extensions by the mutual agreement of both parties.

We recommend the Board award Bid #2020-11 Roadside Mowing Services for Specification #2 to J. Jablonski and Sons Inc., low bidder, meeting specifications for $82,990.70 per year, with the option to extend the bid for three (3), one (1) year extensions by the mutual agreement of both parties.
Bid #:
2020-11

Bid Item:
Roadside Mowing and Additional Width Mowing

Bid Opening Date:
Tuesday, March 24, 2020 at 10:15 am

Bid Award Date:
Tuesday, March 31, 2020

Contract Term:
2020 Season; Option for three (3) - one (1) year extensions

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<th>Township / Area</th>
<th>Copperhead Property Maintenance LLC</th>
<th>J. Jablonski and Sons Inc.</th>
<th>Property Revolution, LLC</th>
<th>Wolf Creek Landscape Services LLC</th>
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<td>41,622.26</td>
<td>82,990.70</td>
<td>124,612.96</td>
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Memo

To: Board of County Road Commissioners of the County of Kalamazoo,
   Joanna I. Johnson, Managing Director

CC: Travis D. Bartholomew, Operations Director
    Bill DeYoung, General Superintendent

From: Jim Page, Road Maintenance Superintendent
       Tara Hendricks, Administrative Assistant - Operations

Date: March 31, 2020

Re: Vacuum Truck Sweeping, Bid #2020-12 Award

Recommended Road Commission of Kalamazoo County (RCKC) Action
We request the Board award Bid #2020-12- Vacuum Truck Sweeping, to Superior Sweeping Inc., sole bidder, meeting specifications with the option to extend the bid for three (3), one (1) year extensions by the mutual agreement of both parties.

Background
The vacuum truck sweeping activity is a very vital part of maintaining our storm sewer systems on both our primary and local roads throughout the county street sweeping program. Collecting debris in the curb line (gutter pan) and bridges before it reaches the storm basins reduces storm sewer cleaning costs. Removal of debris before it enters the storm basins is also a proactive measure to help prevent pollutants from discharging into surface waters and eventually into our aquifer.

Environment, Great Lakes & Energy (EGLE) requires RCKC, as part of our storm water National Pollutant Discharge Elimination System (NPDES) discharge permit, to log quantities of material disposed of from our vacuum sweeping activities. The storm water permit also requires quantities of material disposed of from bridge decks and curb, directly impacting surface water, to be logged. The material gathered from the vacuum sweeping equipment is required to be disposed of at an EGLE approved class II landfill. Our Vacuum Truck Sweeping Bid specification directly specifies these requirements. RCKC monitors the contractor performance, disposal requirements, and accuracy of reporting material quantities. We did see reductions in street sweeping mileage due to updates in our infrastructure data and areas where no storm sewer systems are present.

RCKC has maintained a complete mapping system to identify the locations for sweeping. Our 2020 sweeping specification requires the use of Global Positioning Systems (GPS) devices, when available, for each unit in operation. The GPS tracking will assist RCKC with inspections, monitoring our sweeping schedule and verifying work is completed.

RCKC also utilizes vacuum truck sweeping in conjunction with our maintenance (chip seal) program. Platted residential areas and local/primary roads that have concrete curb pans cannot always be swept off to the side with a tractor broom, therefore the material must be picked up and hauled away. Vacuum truck sweeping is the best method for accomplishing this.

Superior Sweeping Service Inc. has performed our street sweeping for 21 years. They were the sole bidder for this year. We had nine (9) downloads of this bid, primarily from the Builders Exchange. This bid was last advertised in 2016, which had 2 responses (National Industrial Maintenance, Inc. was the other) at that time and awarded to Superior on March 8, 2016 for $94,865.10. Per the bid three (3), one (1) year extensions were exercised by both parties. They have provided reliable, timely service. Superior Sweeping is very familiar with our schedule, performance expectations, sweeping locations and material reporting. Superior Sweeping is available to start the 1st round of sweeping on April 1st, 2020.
Alternatives
Reject this bid and advertise again to acquire additional bidders. We do not recommend rebidding as this would further delay this work.

Budget
The expenditure for our street sweeping program comes from two areas of our 2020 Budget: primary road and local road routine maintenance, totaling $125,000. Superior Sweeping Service Inc.’s total 2020 bid for both sweepings of primary/local roads and bridge decks) is $71,047.84. Our total expenditure for our contracted street sweeping program in 2019 was $98,359. Street sweeping services as part of preventive maintenance and preservation and structural improvement projects for 2019 was $62,549. Street sweeping is included in project costs and is not considered maintenance.

Summary
We recommend the Board award Bid #2020-12- Vacuum Truck Sweeping, to Superior Sweeping Inc., sole bidder, meeting specifications with the option to extend the bid for three (3), one (1) year extensions by the mutual agreement of both parties.
Bid Item: **Vacuum Truck Sweeping**

**Bid Opening Date:** Tuesday, March 24, 2020 @ 10:30 am  
**Bid Award Date:** Tuesday, March 31, 2020  
**Price to remain firm through December 31, 2020: Option for three (3) - one (1) year extensions**

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<th>Rate per Unit</th>
<th>Total</th>
<th>Notes</th>
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<tr>
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<td>Second Sweeping - Bridge</td>
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<td>60.00</td>
<td>2,520.00</td>
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</table>

| Total                              |             | 71,047.84 |                        |

| Call Out Sweeping per Hour         | Rate per Unit | 135.00    | 3 hour minimum         |
| Dump Truck and Operator per Hour   | Rate per Unit | 95.00     |                        |
PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; COUNTY OF KALAMAZOO, 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 Kalamazoo County, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 10, 2020, attached hereto and made a part hereof:

Shoulder widening and hot mix asphalt wedging for crown correction work along G Avenue from 2nd Street easterly to 6th Street; including drainage, concrete curb and gutter, tree removal, guardrail, permanent signing, and pavement marking work; and all together with necessary related work.

WITNESSETH:

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

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

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

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

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

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

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for 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 (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 portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

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

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

   A. Design or cause to be designed the plans for the PROJECT.
B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

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

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Highway Safety Improvement Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) $317,700 or (2) an amount such that 90 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds 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. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

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

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.
Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

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

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality 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.

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.

COUNTY OF KALAMAZOO

By __________________________
Title: Chair, Board of Road Commissioners of the County of Kalamazoo

MICHIGAN DEPARTMENT OF TRANSPORTATION

By __________________________
Title: Department Director MDOT

By __________________________
Title:
EXHIBIT I

CONTROL SECTION    HRRR 39000
JOB NUMBER         207249CON
PROJECT            20A0(559)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost   $776,600

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST $776,600
Less Federal Funds*        $317,700
BALANCE (REQUESTING PARTY’S SHARE) $458,900

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

NO DEPOSIT
PART II

STANDARD AGREEMENT PROVISIONS

SECTION I  COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II  PROJECT ADMINISTRATION AND SUPERVISION

SECTION III  ACCOUNTING AND BILLING

SECTION IV  MAINTENANCE AND OPERATION

SECTION V  SPECIAL PROGRAM AND PROJECT CONDITIONS
SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering
   a. FAPG (6012.1): Preliminary Engineering
   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
   c. FAPG (23 CFR 635A): Contract Procedures
   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs

2. Construction
   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
   b. FAPG (23 CFR 140B): Construction Engineering Costs
   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
   d. FAPG (23 CFR 635A): Contract Procedures
   e. FAPG (23 CFR 635B): Force Account Construction
   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement
g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs

3. Modification Or Construction Of Railroad Facilities
   a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
   b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.
SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.
F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

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

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

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

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.
SECTION III
ACCOUNTING AND BILLING

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

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

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

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

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

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

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate
arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

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

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

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

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

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

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

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

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

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

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

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final
or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number ______", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

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

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof; and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.
4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.
A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

   d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.
B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.
SECTION V
SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA's contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA's contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.
APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual’s ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers’ representative of the contractor’s commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor’s books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011
APPENDIX B
TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

a. Withholding payments to the contractor until the contractor complies; and/or

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

Revised June 2011
APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

THIS CONTRACT made and entered into this ___________ day of ____________, 2020, by and between the Board of County Road Commissioners of the County of Kalamazoo, hereinafter referred to as the "RCKC" and the Township of Charleston Kalamazoo County, Michigan, hereinafter referred to as the "Township" for the purpose of fixing the rights and obligations of the parties and agreeing to the design/construction engineering and/or construction of certain improvements on county roads within the Township, hereinafter referred to as "Project".

WITNESSETH: WHEREAS, Section 20 of Act 51 of the Public Acts of 1951, as amended, authorizes Township Boards to appropriate general fund monies and to pay the same into the county road fund of the county for the maintenance and/or improvement of county roads within the Township, pursuant to an agreement between the Township and the RCKC; and

WHEREAS, it is mutually agreed between the RCKC and the Township that certain improvements are necessary on the county road system within the Township.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual undertakings of the parties in conformity with the applicable state laws, it is agreed:

1. The RCKC and Township agree that the scope of the work to be performed for the Project(s) identified is based on cost estimates and contingent upon how unexpected field issues are addressed. The RCKC, shall administer the Local Road Contract. The RCKC shall oversee design/construction engineering and/or construct or cause to be constructed the following road improvements:

   **Climax Drive (partial) - 718' west of 38th Street to 38th Street, Streamside Drive - Miller Drive to Climax Drive, Sandwood Street - Miller Drive to Streamside Drive; Crack Fill, HMA Wedging, Chip Seal, Fog Seal**

   **Project Estimate: $33,445** Work Order #__________________________
   (to be assigned)

   **Ambling Avenue - 37th Street to 1855' east of 37th Street; Crack Fill, Chip Seal, Fog Seal**

   **Project Estimate: $19,116** Work Order #__________________________
   (to be assigned)

   **L Avenue - 40th Street to 44th Street; Crack Fill, HMA Wedging, Chip Seal**

   **Project Estimate: $78,725** Work Order #__________________________
   (to be assigned)

2. The detailed estimate(s) of the cost of the Project(s) is attached hereto and incorporated herein.

3. The terms and provisions of the RCKC policies, including those provided in the annual RCKC local road information packet, are deemed to be a part of and included in this Local Road Contract as though fully set forth herein.

4. The RCKC shall provide progress billing and shall make available the accounting to the Township in accordance with the following schedule of the LOCAL ROAD CONTRACT:

   Total Project Estimate(s) $131,286.00
   Participation Funds (to extent available) $44,359.00
   Total Township Share $86,927.00
5. General Provisions:

A. This Local Road Contract contains all of the terms and conditions of the contractual relationship between the parties relating to the Project(s), and no amendments or additions to this Local Road Contract shall be binding unless they are in writing and signed by both parties. This Agreement, including all attachments, supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties.

B. This Local Road Contract shall be binding on the parties, their legal representatives, successors, and assigns.

C. The headings of this Local Road Contract are for convenience only and in no way define, limit, or describe the scope or intent of this Local Road Contract or any of its sections, nor do they in any way affect this Local Road Contract.

D. Any notice required or permitted to be given under this Local Road Contract shall be sufficient if it is in writing and if it is sent by email, or registered mail or certified mail, and return receipt requested to the Township of Charleston mailing address.

E. This Local Road Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

F. The invalidity of all or any part of any sections, subsections, or paragraphs of this Local Road Contract shall not invalidate the remainder of this Local Road Contract or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

6. This Local Road Contract shall become binding on the parties hereto and be of full force and effect upon the signing thereof by the duly authorized officials of the Township and of the RCKC.

7. The Township will be notified and agrees to authorize the Board to proceed with the award of the bids to the lowest responsive and responsible bidder unless advised in writing (by the appropriate township official by no later than the day before the Board meeting) that due to the cost of the project(s) with overhead, the cost exceeds the local road contract and therefore the township requests not to make the award to the bidder.

8. The maximum cost to the township for the Project(s) is the amount itemized as the estimated project(s) cost on the Local Road Contract.

9. The estimated Project(s) cost shall include all labor, materials, equipment and contractor costs anticipated to be incurreed in the project(s) by the Board. These items shall, in turn, include all indirect and administrative costs chargeable to the Project(s).

10. The parties hereto agree that, when and where applicable, they will comply with Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (all of the foregoing as amended) and the applicable portions of the Michigan Elliott-Larsen Civil Rights Act and Michigan Persons with Disabilities Civil Rights Act, as well as any implementing rules and regulations. Specifically, contractors and sub-contractors are required not to discriminate against any employee or applicant for employment with respect to such person’s hire, tenure, terms, conditions or privileges of employment because of such person’s race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability, or protected veteran status. Breach of this provision may be regarded as a material breach of the contract or purchasing agreement, and handled accordingly. Further, any violation of this provision may be separately addressed in accordance with the foregoing laws.
11. The Board shall upon reasonable notification make available in their office to representatives of the Township all records concerning the project(s) for review.

IN WITNESS WHEREOF, the parties hereto have caused this Local Road Contract to be executed on the day and year first above written.

BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF KALAMAZOO

By ____________________________

Chair

Date ____________________________

TOWNSHIP OF CHARLESTON

By ________________________________

Township Official
Supervisor

Date ____________________________

March 26, 2020
### Project Details

**Date Prepared:** 1/24/20  
**Township:** Charleston  
**Location:** Climax Drive (partial) - 718' west of 38th Street to 38th Street, Streamside Drive - Miller Drive to Climax Drive, Sandwood Street - Miller Drive to Streamside Drive  
**Project Description:** Crack Fill, HMA Wedging, Chip Seal, Fog Seal  
**Estimator:** Edward Klein  
**Length:** 0.63 Miles

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### Description of Charge

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<tr>
<th>Description of Charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
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**Estimated Total Cost:** $38,852  
**Overhead Costs:** 8.37%  
**Total Estimated Project Cost:** $33,445
Date Prepared: 1/24/20  
Township: Charleston  
Location: Ambling Avenue - 37th Street to 1855' east of 37th Street  
Project Description: Crack Fill, Chip Seal, Fog Seal  
Estimator: Edward Klein  
Length: 0.35 Miles

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<th>Quantity</th>
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<th>Description of Charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
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<td>CR8-2M (emulsion)</td>
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<td>1,800 gallon</td>
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<td>Fog Seal</td>
<td>0.12 gal per syd</td>
<td>6,000 sq yd</td>
<td>sq yd</td>
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Estimated Total Cost $17,640  
Overhead Costs 8.37% $1,476  
Total Estimated Project Cost $19,116
Date Prepared: 1/22/20  
Township: Charleston  
Location: L Avenue - 40th Street to 44th Street  
Project Description: Crack Fill, HMA Wedging, Chip Seal  
Estimator: Edward Klein  
Length: 1.98 Mile

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<table>
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<tr>
<th>Description of Charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of Measure</th>
<th>Estimated Unit Cost</th>
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<td>CRS-2M (emulsion)</td>
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<td>gallon</td>
<td>1.89</td>
<td>18,402</td>
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Estimated Total Cost: $72,644  
Overhead Costs: 8.37%  
$6,080  
Total Estimated Project Cost: $78,725
LOCAL ROAD CONTRACT

THIS CONTRACT made and entered into this _______________ day of _______________, 2020, by and between the Board of County Road Commissioners of the County of Kalamazoo, hereinafter referred to as the "RCKC" and the Township of Oshtemo Kalamazoo County, Michigan, hereinafter referred to as the "Township" for the purpose of fixing the rights and obligations of the parties and agreeing to the design/construction engineering and/or construction of certain improvements on county roads within the Township, hereinafter referred to as "Project".

WITNESSETH: WHEREAS, Section 20 of Act 51 of the Public Acts of 1951, as amended, authorizes Township Boards to appropriate general fund monies and to pay the same into the county road fund of the county for the maintenance and/or improvement of county roads within the Township, pursuant to an agreement between the Township and the RCKC; and

WHEREAS, it is mutually agreed between the RCKC and the Township that certain improvements are necessary on the county road system within the Township.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual undertakings of the parties in conformity with the applicable state laws, it is agreed:

1. The RCKC and Township agree that the scope of the work to be performed for the Project(s) identified is based on cost estimates and contingent upon how unexpected field issues are addressed. The RCKC shall administer the Local Road Contract. The RCKC shall oversee design/construction engineering and/or construct or cause to be constructed the following road improvements:

L Avenue - VanKal Street to 4th Street; Crack Fill, HMA Wedging, Chip Seal, Fog Seal

Project Estimate: $115,221 Work Order #__________________________ (to be assigned)

Crystal Lane - Parkview Avenue to 11th Street; Chip Seal, Fog Seal (1-2 years)

Project Estimate: $25,252 Work Order #__________________________ (to be assigned)

Holiday Lane - 11th Street to 610’ east of 11th Street; Crack Fill, Chip Seal, Fog Seal

Project Estimate: $8,859 Work Order #__________________________ (to be assigned)

Nature Way - 540’ West of 4th Street to 4th Street; Crack Fill, Chip Seal, Fog Seal

Project Estimate: $6,057 Work Order #__________________________ (to be assigned)

Oshtemo Trace - 920’ south of Upper Valley Trail to KL Avenue,
Upper Valley Trail - Oshtemo Trace to 213’ east of Oshtemo Trace,
Oshtemo Court - 285’ west of Oshtemo Trace to Oshtemo Trace; Crack Fill, Chip Seal, Fog Seal

Project Estimate: $29,744 Work Order #__________________________ (to be assigned)
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<th>Location Details</th>
<th>Project Estimate</th>
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<td>H Avenue</td>
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<td></td>
<td>(to be assigned)</td>
</tr>
<tr>
<td>Carver Drive</td>
<td>N Avenue to 2,100' north of N Avenue,</td>
<td>$21,065</td>
<td>(to be assigned)</td>
</tr>
<tr>
<td>Wilson Drive</td>
<td>450' west of Carver Drive to Carver Drive; Crack Fill, Chip Seal, Fog Seal</td>
<td></td>
<td>(to be assigned)</td>
</tr>
<tr>
<td>Haven Way</td>
<td>553' South of Almena Drive to Almena Drive; Crack Fill, Chip Seal, Fog Seal</td>
<td>$8,792</td>
<td>(to be assigned)</td>
</tr>
<tr>
<td>M Avenue</td>
<td>VanKal Street to 4th Street; Crack Fill, HMA Wedging, Chip Seal, Fog Seal</td>
<td>$76,856</td>
<td>(to be assigned)</td>
</tr>
</tbody>
</table>
2. The detailed estimate(s) of the cost of the Project(s) is attached hereto and incorporated herein.

3. The terms and provisions of the RCKC policies, including those provided in the annual RCKC local road information packet, are deemed to be a part of and included in this Local Road Contract as though fully set forth herein.

4. The RCKC shall provide progress billing and shall make available the accounting to the Township in accordance with the following schedule of the LOCAL ROAD CONTRACT:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Project Estimate(s)</td>
<td>$572,590.00</td>
</tr>
<tr>
<td>Participation Funds (to extent available)</td>
<td>$175,508.57</td>
</tr>
<tr>
<td>Total Township Share</td>
<td>$397,081.43</td>
</tr>
</tbody>
</table>

5. General Provisions:

A. This Local Road Contract contains all of the terms and conditions of the contractual relationship between the parties relating to the Project(s), and no amendments or additions to this Local Road Contract shall be binding unless they are in writing and signed by both parties. This Agreement, including all attachments, supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties.

B. This Local Road Contract shall be binding on the parties, their legal representatives, successors, and assigns.

C. The headings of this Local Road Contract are for convenience only and in no way define, limit, or describe the scope or intent of this Local Road Contract or any of its sections, nor do they in any way affect this Local Road Contract.

D. Any notice required or permitted to be given under this Local Road Contract shall be sufficient if it is in writing and if it is sent by email, or registered mail or certified mail, and return receipt requested to the Township of Oshtemo mailing address.

E. This Local Road Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

F. The invalidity of all or any part of any sections, subsections, or paragraphs of this Local Road Contract shall not invalidate the remainder of this Local Road Contract or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

6. This Local Road Contract shall become binding on the parties hereto and be of full force and effect upon the signing thereof by the duly authorized officials of the Township and of the RCKC.

7. The Township will be notified and agrees to authorize the Board to proceed with the award of the bids to the lowest responsive and responsible bidder unless advised in writing (by the appropriate township official by no later than the day before the Board meeting) that due to the cost of the project(s) with overhead, the cost exceeds the local road contract and therefore the township requests not to make the award to the bidder.

8. The maximum cost to the township for the Project(s) is the amount itemized as the estimated project(s) cost on the Local Road Contract.

9. The estimated Project(s) cost shall include all labor, materials, equipment and contractor costs anticipated to be incurred in the project(s) by the Board. These items shall, in turn, include all indirect and administrative costs chargeable to the Project(s).
10. The parties hereto agree that, when and where applicable, they will comply with Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (all of the foregoing as amended) and the applicable portions of the Michigan Elliott-Larsen Civil Rights Act and Michigan Persons with Disabilities Civil Rights Act, as well as any implementing rules and regulations. Specifically, contractors and sub-contractors are required not to discriminate against any employee or applicant for employment with respect to such person’s hire, tenure, terms, conditions or privileges of employment because of such person’s race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability, or protected veteran status. Breach of this provision may be regarded as a material breach of the contract or purchasing agreement, and handled accordingly. Further, any violation of this provision may be separately addressed in accordance with the foregoing laws.

11. The Board shall upon reasonable notification make available in their office to representatives of the Township all records concerning the project(s) for review.

IN WITNESS WHEREOF, the parties hereto have caused this Local Road Contract to be executed on the day and year first above written.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF KALAMAZOO

By _________________________________   By_____________________________
Chair       Township Official

Date________________________________        Date____________________________

TOWNSHIP OF OSHTEMO

By _________________________________
Township Official

Date________________________________
Date Prepared: 2/12/20  
Township: Oshtemo  
Location: L Avenue - VanKal Street to 4th Street  
Project Description: Crack Fill, HMA Wedging, Chip Seal, Fog Seal  
Estimator: Bill Oxx  
Length: 2.10 Miles

<table>
<thead>
<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pavement Marking</td>
<td></td>
<td>11,043 lin ft</td>
<td>0.10</td>
<td>1,104</td>
<td>no charge</td>
<td></td>
</tr>
<tr>
<td>High Shoulder Removal</td>
<td></td>
<td>221 Station</td>
<td>25.00</td>
<td>5,525</td>
<td>no charge</td>
<td></td>
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<tr>
<td>Crack Fill</td>
<td>Light</td>
<td>6,300 lbs</td>
<td>1.60</td>
<td>10,080</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HMA Wedging</td>
<td></td>
<td>550 ton</td>
<td>69.50</td>
<td>38,225</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RCKC Equipment</td>
<td></td>
<td>6.27 hour</td>
<td>1,250.00</td>
<td>7,839</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RCKC Labor/Fringe</td>
<td></td>
<td>5.82 hour</td>
<td>1,010.00</td>
<td>5,979</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor Equipment/Labor</td>
<td></td>
<td>8.30 hour</td>
<td>315.00</td>
<td>2,613</td>
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<td></td>
</tr>
<tr>
<td>CS2 Fine Aggregate</td>
<td>20#/square yard</td>
<td>270 ton</td>
<td>42.50</td>
<td>11,472</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CRS-2M (emulsion)</td>
<td>.40 gallon/square yard</td>
<td>10,798 gallon</td>
<td>1.80</td>
<td>19,436</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fog Seal</td>
<td>0.12 gal per syd</td>
<td>26,944 sq yd</td>
<td>0.40</td>
<td>10,778</td>
<td></td>
<td></td>
</tr>
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</table>

Estimated Total Cost $106,322  
Overhead Costs 8.37% $8,899  
Total Estimated Project Cost $115,221
Date Prepared: 2/12/20  
Township: Oshtemo  
Location: Crystal Lane - Parkview Avenue to 11th Street  
Project Description: Chip Seal, Fog Seal (1-2 years)  
Estimator: Bill Oxx  
Length: 0.42  

<table>
<thead>
<tr>
<th>Total Area</th>
<th>Length</th>
<th>Width</th>
<th>Length</th>
<th>Width</th>
<th>Cul-de-Sac Area (Sft)</th>
</tr>
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<tbody>
<tr>
<td>7,377</td>
<td>2,213</td>
<td>30</td>
<td></td>
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<table>
<thead>
<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Fill</td>
<td>Light</td>
<td>1,260 lbs</td>
<td>lbs</td>
<td>1.60</td>
<td>2,016</td>
<td></td>
</tr>
<tr>
<td>Vacuum Sweeping</td>
<td>2x</td>
<td>4.00 hour</td>
<td>hour</td>
<td>250.00</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>RCKC Equipment</td>
<td></td>
<td>3.74 hour</td>
<td>hour</td>
<td>1,250.00</td>
<td>4,677</td>
<td></td>
</tr>
<tr>
<td>RCKC Labor/Fringe</td>
<td></td>
<td>3.47 hour</td>
<td>hour</td>
<td>1,010.00</td>
<td>3,508</td>
<td></td>
</tr>
<tr>
<td>Contractor Equipment/Labor</td>
<td></td>
<td>4.95 hour</td>
<td>hour</td>
<td>315.00</td>
<td>1,559</td>
<td></td>
</tr>
<tr>
<td>CST Fine Aggregate</td>
<td>20#/square yard</td>
<td>74 ton</td>
<td>ton</td>
<td>42.50</td>
<td>3,135</td>
<td></td>
</tr>
<tr>
<td>CRS-2M (emulsion)</td>
<td>.28 gallon/square yard</td>
<td>2,065 gallon</td>
<td>gallon</td>
<td>1.80</td>
<td>3,718</td>
<td></td>
</tr>
<tr>
<td>Fog Seal</td>
<td>0.12 gal per syd</td>
<td>7,377 sq yd</td>
<td>sq yd</td>
<td>0.50</td>
<td>3,689</td>
<td></td>
</tr>
</tbody>
</table>

Estimated Total Cost $23,302
Overhead Costs 8.37% $1,950
Total Estimated Project Cost $25,252
Date Prepared: 2/12/20  
Township: Oshtemo  
Location: Holiday Lane - 11th Street to 610' east of 11th Street  
Project Description: Crack Fill, Chip Seal, Fog Seal  
Estimator: Bill Oxx  
Length: 0.10 Miles

<table>
<thead>
<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Fill</td>
<td>Heavy</td>
<td>500</td>
<td>lbs</td>
<td>1.60</td>
<td>800</td>
<td></td>
</tr>
<tr>
<td>Vacuum Sweeping</td>
<td>2x</td>
<td>4.00</td>
<td>hour</td>
<td>250.00</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>RCKC Equipment</td>
<td></td>
<td>1.28</td>
<td>hour</td>
<td>1,250.00</td>
<td>1,602</td>
<td></td>
</tr>
<tr>
<td>RCKC Labor/Fringe</td>
<td></td>
<td>1.19</td>
<td>hour</td>
<td>1,010.00</td>
<td>1,202</td>
<td></td>
</tr>
<tr>
<td>Contractor Equipment/Labor</td>
<td></td>
<td>1.70</td>
<td>hour</td>
<td>315.00</td>
<td>534</td>
<td></td>
</tr>
<tr>
<td>CST Fine Aggregate</td>
<td>20#/square yard</td>
<td>21</td>
<td>ton</td>
<td>42.50</td>
<td>903</td>
<td></td>
</tr>
<tr>
<td>CRS-2M (emulsion)</td>
<td>.28 gallon/square yard</td>
<td>595</td>
<td>gallon</td>
<td>1.80</td>
<td>1,071</td>
<td></td>
</tr>
<tr>
<td>Fog Seal</td>
<td>0.12 gal per sqyd</td>
<td>2.125</td>
<td>sq yd</td>
<td>0.50</td>
<td>1,063</td>
<td></td>
</tr>
</tbody>
</table>

Estimated Total Cost $8,175  
Overhead Costs 8.37% $684  
Total Estimated Project Cost $8,859
Date Prepared: 2/12/20  
Township: Oshtemo  
Location: **Nature Way - 540’ West of 4th Street to 4th Street**  
Project Description: Crack Fill, Chip Seal, Fog Seal  
Estimator: Bill Oxx  
Length: 0.09 Miles

<table>
<thead>
<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Fill Light</td>
<td></td>
<td>270</td>
<td>lbs</td>
<td>1.60</td>
<td>432</td>
<td></td>
</tr>
<tr>
<td>Vacuum Sweeping 2x</td>
<td></td>
<td>4.00</td>
<td>hour</td>
<td>250.00</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>RCKC Equipment</td>
<td></td>
<td>0.84</td>
<td>hour</td>
<td>1,250.00</td>
<td>1,045</td>
<td></td>
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<tr>
<td>RCKC Labor/Fringe</td>
<td></td>
<td>0.78</td>
<td>hour</td>
<td>1,010.00</td>
<td>784</td>
<td></td>
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<tr>
<td>Contractor Equipment/Labor</td>
<td></td>
<td>1.11</td>
<td>hour</td>
<td>315.00</td>
<td>348</td>
<td></td>
</tr>
<tr>
<td>CST Fine Aggregate</td>
<td>20#/square yard</td>
<td>14</td>
<td>ton</td>
<td>42.50</td>
<td>589</td>
<td></td>
</tr>
<tr>
<td>CRS-2M (emulsion)</td>
<td>.28 gallon/square yard</td>
<td>388</td>
<td>gallon</td>
<td>1.80</td>
<td>698</td>
<td></td>
</tr>
<tr>
<td>Fog Seal</td>
<td>0.12 gal per syd</td>
<td>1,386</td>
<td>sq yd</td>
<td>0.50</td>
<td>693</td>
<td></td>
</tr>
</tbody>
</table>

| Estimated Total Cost  | $5,589         |
| Overhead Costs        | 8.37%          | $468             |
| Total Estimated Project Cost | $6,057      |
Date Prepared: 2/12/20
Township: Oshtemo
Location: Oshtemo Trace - 920’ south of Upper Valley Trail to KL Avenue, Upper Valley Trail - Oshtemo Trace to 213’ east of Oshtemo Trace, Oshtemo Court - 285’ west of Oshtemo Trace to Oshtemo Trace
Project Description: Crack Fill, Chip Seal, Fog Seal
Estimator: Bill Oxx
Length: 0.42 Miles

<table>
<thead>
<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Fill</td>
<td>Medium</td>
<td>1,680</td>
<td>lbs</td>
<td>1.60</td>
<td>2,688</td>
<td></td>
</tr>
<tr>
<td>Vacuum Sweeping</td>
<td>2x</td>
<td>4.00</td>
<td>hour</td>
<td>250.00</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>RCKC Equipment</td>
<td></td>
<td>4.38</td>
<td>hour</td>
<td>1,250.00</td>
<td>5,478</td>
<td></td>
</tr>
<tr>
<td>RCKC Labor/Fringe</td>
<td></td>
<td>4.07</td>
<td>hour</td>
<td>1,010.00</td>
<td>4,109</td>
<td></td>
</tr>
<tr>
<td>Contractor Equipment/Labor</td>
<td></td>
<td>5.80</td>
<td>hour</td>
<td>315.00</td>
<td>1,826</td>
<td></td>
</tr>
<tr>
<td>CST Fine Aggregate</td>
<td>20# per square yard</td>
<td>86</td>
<td>ton</td>
<td>42.50</td>
<td>3,672</td>
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</tr>
<tr>
<td>CRS-2M (emulsion)</td>
<td>.28 gallon/square yard</td>
<td>2,419</td>
<td>gallon</td>
<td>1.80</td>
<td>4,354</td>
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</tr>
<tr>
<td>Fog Seal</td>
<td>0.12 gal per syd</td>
<td>8,640</td>
<td>sq yd</td>
<td>0.50</td>
<td>4,320</td>
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</table>

Estimated Total Cost: $27,447
Overhead Costs: 8.37%  $2,297
Total Estimated Project Cost: $29,744
Date Prepared: 2/5/20  
Township: Oshtemo  
Location: **5th Street - M43 to H Avenue**  
Project Description: Crack Fill, HMA Wedging, Chip Seal, Fog Seal  
Estimator: Edward Klein  
Length: 1.47 Miles

### Total Area

<table>
<thead>
<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pavement Marking</td>
<td></td>
<td>7,750 lin ft</td>
<td>0.10</td>
<td>775</td>
<td></td>
<td>no charge</td>
</tr>
<tr>
<td>High Shoulder Removal</td>
<td></td>
<td>155 Station</td>
<td>25</td>
<td>3875</td>
<td></td>
<td>no charge</td>
</tr>
<tr>
<td>Crack Fill Light</td>
<td></td>
<td>4,410 lbs</td>
<td>1.60</td>
<td>7,056</td>
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</tr>
<tr>
<td>HMA Wedging</td>
<td></td>
<td>50 ton</td>
<td>69.50</td>
<td>3,475</td>
<td></td>
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<td>RCKC Equipment</td>
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<td>5,501</td>
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<tr>
<td>RCKC Labor/Fringe</td>
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<td>4.09 hour</td>
<td>1010.00</td>
<td>4,126</td>
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<tr>
<td>Contractor Equipment/Labor</td>
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<td>5.82 hour</td>
<td>315.00</td>
<td>1,834</td>
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<tr>
<td>CS2 Fine Aggregate</td>
<td></td>
<td>20#/square yard</td>
<td>189</td>
<td>42.50</td>
<td>8,051</td>
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</tr>
<tr>
<td>CRS-2M (emulsion)</td>
<td></td>
<td>7,578 gallon</td>
<td>1.80</td>
<td>13,640</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fog Seal</td>
<td></td>
<td>0.12 gal per syd</td>
<td>18,944 sq yd</td>
<td>7,578</td>
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<td></td>
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</table>

**Estimated Total Cost** $51,261  
**Overhead Costs** 8.37% $4,291  
**Total Estimated Project Cost** $55,552
Date Prepared: 2/5/20  
Township: Oshtemo  
Location: H Avenue - 3rd Street to 6th Street  
Project Description: Chip Seal, Fog Seal (1-2 years)  
Estimator: Edward Klein  
Length: 1.49 Miles

<table>
<thead>
<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pavement Marking</td>
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<td>7,829 lin ft</td>
<td>0.10</td>
<td>783</td>
<td>no charge</td>
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</tr>
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<td>RCKC Equipment</td>
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<td>6.31 hour</td>
<td>1250.00</td>
<td>7,885</td>
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<td>RCKC Labor/Fringe</td>
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<td>1010.00</td>
<td>5,913</td>
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<td>8.34 hour</td>
<td>315.00</td>
<td>2,628</td>
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<td>20# square yard</td>
<td>200 ton</td>
<td>42.50</td>
<td>8,503</td>
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<td></td>
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<tr>
<td>CRS-2M (emulsion)</td>
<td>.28 gallon/square yard</td>
<td>5,602 gallon</td>
<td>1.80</td>
<td>10,084</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fog Seal</td>
<td>0.12 gal per syd</td>
<td>20,007 sq yd</td>
<td>0.40</td>
<td>8,003</td>
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Estimated Total Cost: $43,016
Overhead Costs: 8.37% $3,600
Total Estimated Project Cost: $46,616
Date Prepared: 2/5/20  
Township: Oshtemo  
Location: 3rd Street - Big Rock Drive to G Avenue  
Project Description: Crack Fill, HMA Wedging, Chip Seal, Fog Seal  
Estimator: Edward Klein  
Length: 2.33 Miles

<table>
<thead>
<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Pavement Marking</td>
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<td>12,300</td>
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<td>6,990</td>
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<tr>
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<td>150</td>
<td>ton</td>
<td>69.50</td>
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<tr>
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<td>6.67</td>
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<td>6.19</td>
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<td>hour</td>
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<tr>
<td>CS2 Fine Aggregate</td>
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<td>20#/square yard</td>
<td></td>
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<tr>
<td>CRS-2M (emulsion)</td>
<td></td>
<td>11,480</td>
<td>gallon</td>
<td>1.80</td>
<td>20,664</td>
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<tr>
<td>Fog Seal</td>
<td></td>
<td>0.12 gal per syd</td>
<td></td>
<td>0.40</td>
<td>11,480</td>
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Estimated Total Cost: $83,314  
Overhead Costs: 8.37% $6,973  
Total Estimated Project Cost: $90,287
Date Prepared: 2/5/20  
Township: Oshtemo  
Location: 6th Street - Stadium Drive to ML Avenue  
Project Description: Crack Fill, HMA Wedging, Chip Seal, Fog Seal  
Estimator: Edward Klein  
Length: 0.92 Miles

<table>
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<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
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<tbody>
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<td>Pavement Marking</td>
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<td>4,830 lin ft</td>
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<td>97 Station</td>
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<td>2425</td>
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<td>Crack Fill Light</td>
<td>Light</td>
<td>2,760 lbs</td>
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<td>HMA Wedging</td>
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<td>150 ton</td>
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<td>RCKC Equipment</td>
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<td>125 ton</td>
<td>42.50</td>
<td>5,298</td>
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<tr>
<td>CRS-2M (emulsion)</td>
<td>.4 gallon/square yard</td>
<td>4,987 gallon</td>
<td>1.80</td>
<td>8,976</td>
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<tr>
<td>Fog Seal</td>
<td>0.12 gal per syd</td>
<td>12,467 sq yd</td>
<td>0.40</td>
<td>4,987</td>
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Estimated Total Cost $41,644  
Overhead Costs 8.37% $3,486  
Total Estimated Project Cost $45,130
Date Prepared: 2/4/20
Township: Oshtemo
Location: Big Rock Drive - M43 to M43
Project Description: HMA Wedging, Chip Seal, Fog Seal
Estimator: Edward Klein
Length: 0.65 Miles

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<tr>
<th>Total Area</th>
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<th>Length</th>
<th>Width</th>
<th>Cul-de-sac Area (Sft)</th>
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<tbody>
<tr>
<td>9,767</td>
<td>850</td>
<td>22</td>
<td>9</td>
<td>1,710</td>
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<td>Conv Factor</td>
<td>820</td>
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<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
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<tbody>
<tr>
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<td>3,380</td>
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<td>50</td>
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<td>69.50</td>
<td>3,475</td>
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<td>RCKC Equipment</td>
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<td>2.27</td>
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<td>RCKC Labor/Fringe</td>
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<td>2,127</td>
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<tr>
<td>Contractor Equipment/Labor</td>
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<td>hour</td>
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<td>945</td>
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<tr>
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<td>20#/square yard</td>
<td>99</td>
<td>ton</td>
<td>42.50</td>
<td>4,151</td>
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<tr>
<td>CRS-2M (emulsion)</td>
<td>.40 gallon/square yard</td>
<td>3,907</td>
<td>gallon</td>
<td>1.80</td>
<td>7,032</td>
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<tr>
<td>Fog Seal</td>
<td>0.12 gal per syd</td>
<td>9,767</td>
<td>sq yd</td>
<td>0.40</td>
<td>3,907</td>
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**Estimated Total Cost** $24,473

**Overhead Costs** 8.37% $2,048

**Total Estimated Project Cost** $26,522
Date Prepared: 2/5/20
Township: Oshtemo
Location: Pondview Drive - 407’ west of Ponds Edge Circle to M Avenue, Pond’s Edge Circle - 138’ south of Pondview Drive to Pondview Drive
Project Description: Crack Fill, Chip Seal, Fog Seal
Estimator: Edward Klein
Length: 0.23 Miles

<table>
<thead>
<tr>
<th>Total Area</th>
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<th>Length</th>
<th>Width</th>
<th>Cul-de Sac Area (Sft)</th>
<th>Quantity</th>
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<tbody>
<tr>
<td>4,639</td>
<td>1,130</td>
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<th>Units of measure</th>
<th>Estimated Unit Cost</th>
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<tbody>
<tr>
<td>Crack Fill</td>
<td>Medium</td>
<td>880</td>
<td>lbs</td>
<td>1.60</td>
<td>1,408</td>
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<tr>
<td>Vacuum Sweeping</td>
<td>2x</td>
<td>4.00</td>
<td>hour</td>
<td>250.00</td>
<td>1,000</td>
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<tr>
<td>RCKC Equipment</td>
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<td>2.35</td>
<td>hour</td>
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<td>RCKC Labor/Fringe</td>
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<td>hour</td>
<td>315.00</td>
<td>981</td>
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<td>20# /square yard</td>
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<td>ton</td>
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<tr>
<td>CRS-2M (emulsion)</td>
<td>.28 gallon /square yard</td>
<td>1,299</td>
<td>gallon</td>
<td>1.80</td>
<td>2,338</td>
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<tr>
<td>Fog Seal</td>
<td>0.12 gal / square yd</td>
<td>5,011</td>
<td>sq yd</td>
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<td>2,506</td>
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Estimated Total Cost: $15,352
Overhead Costs: 8.37% $1,285
Total Estimated Project Cost: $16,637
Date Prepared: 2/5/20  
Township: Oshtemo  
Location: Carver Drive - N Avenue to 2,100' north of N Avenue  
Wilson Drive - 450' west of Carver Drive to Carver Drive  
Project Description: Crack Fill, Chip Seal, Fog Seal  
Estimator: Edward Klein  
Length: 0.50 Miles

<table>
<thead>
<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Shoulder Removal</td>
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<td>53</td>
<td>Station</td>
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<td>1325</td>
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<tr>
<td>Crack Fill</td>
<td>Heavy</td>
<td>2,500</td>
<td>lbs</td>
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<td>4,000</td>
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<td>Vacuum Sweeping</td>
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<td>4.00</td>
<td>hour</td>
<td>250.00</td>
<td>1,000</td>
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<tr>
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<td>CST Fine Aggregate</td>
<td>20#/square yard</td>
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<tr>
<td>CRS-2M (emulsion)</td>
<td>.28 gallon/square yard</td>
<td>1,797</td>
<td>gallon</td>
<td>1.80</td>
<td>3,234</td>
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<tr>
<td>Fog Seal</td>
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<td>6,417</td>
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Estimated Total Cost $19,438  
Overhead Costs 8.37% $1,627  
Total Estimated Project Cost $21,065
Date Prepared: 2/5/20  
Township: Oshtemo  
Location: Haven Way - 553’ South of Almena Drive to Almena Drive  
Project Description: Crack Fill, Chip Seal, Fog Seal  
Estimator: Edward Klein  
Length: 0.08 Miles

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<th>Length</th>
<th>Width</th>
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<td>9</td>
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<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
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<td>Crack Fill</td>
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<tr>
<td>RCKC Equipment</td>
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<td>ton</td>
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<td>980</td>
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<tr>
<td>CRS-2M (emulsion)</td>
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<td>gallon</td>
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<tr>
<td>Fog Seal</td>
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<td>2,544</td>
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Estimated Total Cost: $8,113  
Overhead Costs: 8.37%  
Total Estimated Project Cost: $8,792
Date Prepared: 2/5/20  
Township: Oshtemo  
Location: M Avenue - VanKal Street to 4th Street  
Project Description: Crack Fill, HMA Wedging, Chip Seal, Fog Seal  
Estimator: Edward Klein  
Length: 2.03 Miles

<table>
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<th>Application Rate</th>
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<td>3,475</td>
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<tr>
<td>CRS-2M (emulsion)</td>
<td>.40 gallon/square yard</td>
<td>gallon</td>
<td>10,735</td>
<td>1.80</td>
<td>19,323</td>
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<tr>
<td>Fog Seal</td>
<td>0.12 gal per syd</td>
<td>sq yd</td>
<td>26,838</td>
<td>0.40</td>
<td>10,735</td>
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Estimated Total Cost $70,920  
Overhead Costs 8.37% $5,936  
Total Estimated Project Cost $76,856
LOCAL TOWNSHIP SEWER/WATER RELATED PROJECT CONTRACT

THIS CONTRACT made and entered into this ______________________ day of ______________________, 2020, by and between the Board of County Road Commissioners of the County of Kalamazoo, hereinafter referred to as the "RCKC" and the Township of Oshtemo, Kalamazoo County, Michigan, hereinafter referred to as the "Township " for the purpose of fixing the rights and obligations of the parties and agreeing to the cost sharing for a township initiated sewer/water project which will result in certain improvements on county roads within the Township, hereinafter referred to as “Township Sewer/Water Project”.

WITNESSETH: WHEREAS, Section 20 of Act 51 of the Public Acts of 1951, as amended, authorizes Township Boards to appropriate general fund monies and to pay the same into the county road fund of the county for the maintenance and/or improvement of county roads within the Township, pursuant to an agreement between the Township and the RCKC; and

WHEREAS, it is mutually agreed between the RCKC and the Township that coordination is necessary on the county road system within the Township for a Township initiated Sewer/Water project.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual undertakings of the parties in conformity with the applicable state laws, and RCKC Policy it is agreed:

1. The RCKC and Township have coordinated in advance for cost sharing hot mix asphalt (HMA) rehabilitation/reconstruction in coordination with township sewer or water installation projects within the public road right-of-way (ROW). Any RCKC funds shall only be applied to the costs for the top course of HMA on a local road, to the extent funds may be available. Only up to one-half of the current year’s Local Road Participation (PAR) Funds may be used. All other costs associated with the rehabilitation/reconstruction of the roadway for the sewer or water project shall be the responsibility of the Township. The Township will provide any and all requested documentation with the invoicing to the Road Commission for this improvement including, purchasing/bid documentation, proof of acceptable contractor payment, design/construction plans, inspection reports, material testing reports etc. RCKC shall verify the newly constructed road meets current policy and construction guidelines before payment is issued. All local road and primary road projects with the township shall have a project estimate from the township and a local road contract approved and signed by both the appropriate township and RCKC official. The RCKC and Township agree that the scope of the work to be performed for the Township Sewer/Water Project(s) identified is based on the Township cost estimates as a maximum amount. The Township, shall administer the Local Township Sewer/Water Related Project Contract. In addition all other Board policies, permitting and guidelines apply. RCKC shall verify the newly constructed road meets current policy and construction guidelines before payment is issued for actual costs of the top course of HMA. The Township Sewer/Water project is as follows:

   • Extend approximately 5,800 feet of sanitary sewer and add 14 sanitary manholes and one lift station to 28 residential, 1 small commercial, and 2 Governmental properties along 1th Street and West Main Street and provide each lot with a sanitary lateral.

   • Extend approximately 2000 feet of sanitary sewer and add 8 sanitary manholes to 26 residential units on Beech Ave and provide each lot with a sanitary lateral.

   • Extend approximately 4,300 feet of sanitary sewer and add 17 sanitary manholes to 59 residential units in the Fairlane Subdivision Plat and provide each lot with a sanitary lateral.

   • Extend approximately 1,280 feet of sanitary sewer and add 8 sanitary manholes to 11 residential units in the Meridian Subdivision Plat and provide each lot with a sanitary lateral.
• Extend approximately 6,080 feet of sanitary sewer, add 25 sanitary manholes, and one lift station to 94 residential units in the Skyridge and Burgundy Manor Subdivision Plats and provide each lot with a sanitary lateral.

• Extend approximately 4,270 feet of sanitary sewer and add 46 manholes to 66 residential units in the Whitegate Farms #1 and #2 Subdivision Plats and provide each lot with a sanitary lateral.

Work Order #489 112 510001

2. The Township's detailed estimate(s) of the cost of the Township Sewer/Water Project(s) is attached hereto and incorporated herein.

3. The terms and provisions of the RCKC policies are deemed to be a part of and included in this Local Township Sewer/Water Related Project Contract as though fully set forth herein.

4. The Township shall provide progress billing and shall make available the accounting to the RCKC in accordance with the following schedule of the Local Township Sewer/Water Related Project Contract:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Township Sewer/Water Project Estimate(s)</td>
<td>$6,800,000.00</td>
</tr>
<tr>
<td>Total Township HMA Top Course Estimate</td>
<td>$1,090,800.00</td>
</tr>
<tr>
<td>RCKC 2020 Participation Funds (RCKC funds shall only be applied to the costs for the top course of HMA on a local road, to the extent funds may be available. Only up to one-half of the current year's PAR may be used.)</td>
<td>$129,042.00</td>
</tr>
</tbody>
</table>

5. General Provisions:

   A. This Local Township Sewer/Water Related Project Contract contains all of the terms and conditions of the contractual relationship between the parties relating to the Township Sewer/Water Project(s), and no amendments or additions to this Local Township Sewer/Water Related Project Contract shall be binding unless they are in writing and signed by both parties. This Agreement, including all attachments, supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties.

   B. This Local Township Sewer/Water Related Project Contract shall be binding on the parties, their legal representatives, successors, and assigns.

   C. The headings of this Local Township Sewer/Water Related Project Contract are for convenience only and in no way define, limit, or describe the scope or intent of this Local Township Sewer/Water Related Project Contract or any of its sections, nor do they in any way affect this Local Township Sewer/Water Related Project Contract.

   D. Any notice required or permitted to be given under this Local Township Sewer/Water Related Project Contract shall be sufficient if it is in writing and if it is sent by email, or registered mail or certified mail, and return receipt requested to the Township or RCKC mailing address.

   E. This Local Township Sewer/Water Related Project Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

   F. The invalidity of all or any part of any sections, subsections, or paragraphs of this Local Township Sewer/Water Related Project Contract shall not invalidate the remainder of this Local Township Sewer/Water Related Project Contract or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.
6. This Local Township Sewer/Water Related Project Contract shall become binding on the parties hereto and be of full force and effect upon the signing thereof by the duly authorized officials of the Township and of the RCKC.

7. The Township will notify the Board in order to proceed with the award of the bids to the lowest responsive and responsible bidder unless advised in writing (by the appropriate Township official by no later than the day before the award) that due to the cost of the Township Sewer/Water Project(s) the Township will not make the award to the bidder.

8. The Local Township Sewer/Water Related Project Contract is based on estimated quantities identified in the Township’s project estimate. The total actual cost of the project will be the amount billed to the RCKC for use of PAR funds only. Total billings will be based on actual quantities and bid prices with a not to exceed dollar amount of one half of that townships allocated PAR Funds.

9. The parties hereto agree that, when and where applicable, they will comply with Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (all of the foregoing as amended) and the applicable portions of the Michigan Elliott-Larsen Civil Rights Act and Michigan Persons with Disabilities Civil Rights Act, as well as any implementing rules and regulations. Specifically, contractors and sub-contractors are required not to discriminate against any employee or applicant for employment with respect to such person’s hire, tenure, terms, conditions or privileges of employment because of such person’s race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability, or protected veteran status. Breach of this provision may be regarded as a material breach of the contract or purchasing agreement, and handled accordingly. Further, any violation of this provision may be separately addressed in accordance with the foregoing laws.

10. The Township shall upon reasonable notification make available in their office to representatives of the RCKC all records concerning the project(s) for review.

IN WITNESS WHEREOF, the parties hereto have caused this Local Township Sewer/Water Related Project Contract to be executed on the day and year first above written.

BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF KALAMAZOO

By _________________________________   By _________________________________
Chairman       Local Township Official

Date________________________________        Date____________________________

TOWNSHIP OF OSHTEMO

By _________________________________
Local Township Official

Date____________________________
LOCAL ROAD CONTRACT

THIS CONTRACT made and entered into this _31_ day of _March_, 2020, by and between the Board of County Road Commissioners of the County of Kalamazoo, hereinafter referred to as the "RCKC" and the Township of Texas Kalamazoo County, Michigan, hereinafter referred to as the "Township" for the purpose of fixing the rights and obligations of the parties and agreeing to the design/construction engineering and/or construction of certain improvements on county roads within the Township, hereinafter referred to as "Project".

WITNESSETH: WHEREAS, Section 20 of Act 51 of the Public Acts of 1951, as amended, authorizes Township Boards to appropriate general fund monies and to pay the same into the county road fund of the county for the maintenance and/or improvement of county roads within the Township, pursuant to an agreement between the Township and the RCKC; and

WHEREAS, it is mutually agreed between the RCKC and the Township that certain improvements are necessary on the county road system within the Township.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual undertakings of the parties in conformity with the applicable state laws, it is agreed:

1. The RCKC and Township agree that the scope of the work to be performed for the Project(s) identified is based on cost estimates and contingent upon how unexpected field issues are addressed. The RCKC, shall administer the Local Road Contract. The RCKC shall oversee design/construction engineering and/or construct or cause to be constructed the following road improvements:

   **Briarcliff Lane** - O Avenue to 1,172' north of O Avenue; Crack Fill, Chip Seal, Fog Seal
   Project Estimate: $15,770
   Work Order #__________
   (to be assigned)

   **Alidor Street** - 203' south of Phiant Avenue to R Avenue,
   **Phiant Avenue** - 913' west of Alidor Street to Alidor Street; Chip Seal, Fog Seal
   Project Estimate: $21,565
   Work Order #__________
   (to be assigned)

   **Clydesdale Avenue** - Percheron Street to Belgian Avenue; Crack Fill, Chip Seal, Fog Seal
   Project Estimate: $18,656
   Work Order #__________
   (to be assigned)

   **Misty Creek Drive** - Willowbend Trail to 12th Street,
   **Willowbend Trail** - 304' west of Fountain Square Drive to Misty Creek Drive,
   **Cranberry Court** - 187' north of Willowbend Trail to Willowbend Trail,
   **Willowbend Way** - 184' north of Willowbend Trail to Willowbend Trail; Crack Fill, Chip Seal, Fog Seal
   Project Estimate: $34,786
   Work Order #__________
   (to be assigned)

   **Dustin Circle** - P Avenue to Terrier Trail,
   **Terrier Trail** - Dustin Circle to Dustin Circle; Crack Fill, Chip Seal, Fog Seal
   Project Estimate: $41,949
   Work Order #__________
   (to be assigned)
O Avenue - 2,820’ west of 1st Street to 1,400’ east of 4th Street; Crack Fill, HMA Wedging, Chip Seal, Fog Seal

Project Estimate: $97,426  Work Order    #______________________________
(to be assigned)

Boyne Street - Charlevoix Street to Q Avenue,
Charlevoix Street - Northport Avenue to Texas Heights Avenue,
Northport Avenue - 200’ west of Petoskey Street to Charlevoix Street,
Suttons Bay Street - Petoskey Street to Boyne Street,
Petoskey Street - 730’ feet south of Bowers Harbor Avenue to Suttons Bay Street,
Manitou Avenue - 200’ west of Petoskey Street to Charlevoix Street,
Bingham Avenue - Petoskey Street to Charlevoix Street,
Presque Isle Drive - Trout Bay Street to Petoskey Street,
West Bay Street - Presque Isle Drive to 150’ north of Presque Isle Drive,
Port Hope Drive - 200’ west of Trout Bay Street to 200’ east of Petoskey Street,
Trout Bay Street - Bowers Harbor Avenue to Presque Isle Drive,
Bowers Harbor Avenue - Trout Bay Street to Petoskey Street; Crack Fill, Chip Seal, Fog Seal

Project Estimate: $149,540  Work Order    #______________________________
(to be assigned)

Montezuma Avenue - 4th Street to Shoshone Street,
Shoshone Street - Montezuma Avenue to El Dorado Avenue,
El Dorado Avenue - Shoshone Street to Denali Street,
Himalayas Avenue - El Dorado Avenue to Denali Street,
Denali Street - Himalayas Avenue to Andes Avenue,
Andes Avenue - Denali Street to Rocky Mountain Street,
Rocky Mountain Street - 316’ south of Andes Avenue to 370’ north of Maricopa Trail,
Maricopa Trail - 4th Street to Rocky Mountain Street; Crack Fill, Chip Seal, Fog Seal

Project Estimate: $156,818  Work Order    #______________________________
(to be assigned)

Misty Creek Drive - 11th Street to Willowbend Trail,
Fountain Square - Willowbend Trail to Misty Creek Drive; HMA Overlay

Project Estimate: $99,713  Work Order    #______________________________
(to be assigned)

Paw Paw Lake Drive - 2,140’ east of 2nd Street to S Avenue; HMA Overlay

Project Estimate: $193,009  Work Order    #______________________________
(to be assigned)

2. The detailed estimate(s) of the cost of the Project(s) is attached hereto and incorporated herein.

3. The terms and provisions of the RCKC policies, including those provided in the annual RCKC local road information packet, are deemed to be a part of and included in this Local Road Contract as though fully set forth herein.
4. The RCKC shall provide progress billing and shall make available the accounting to the Township in accordance with the following schedule of the LOCAL ROAD CONTRACT:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Project Estimate(s)</td>
<td>$829,232.00</td>
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<tr>
<td>Participation Funds (to extent available)</td>
<td>$261,600.00</td>
</tr>
<tr>
<td>Total Township Share</td>
<td>$567,632.00</td>
</tr>
</tbody>
</table>

5. General Provisions:

A. This Local Road Contract contains all of the terms and conditions of the contractual relationship between the parties relating to the Project(s), and no amendments or additions to this Local Road Contract shall be binding unless they are in writing and signed by both parties. This Agreement, including all attachments, supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties.

B. This Local Road Contract shall be binding on the parties, their legal representatives, successors, and assigns.

C. The headings of this Local Road Contract are for convenience only and in no way define, limit, or describe the scope or intent of this Local Road Contract or any of its sections, nor do they in any way affect this Local Road Contract.

D. Any notice required or permitted to be given under this Local Road Contract shall be sufficient if it is in writing and if it is sent by email, or registered mail or certified mail, and return receipt requested to the Township of Texas mailing address.

E. This Local Road Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

F. The invalidity of all or any part of any sections, subsections, or paragraphs of this Local Road Contract shall not invalidate the remainder of this Local Road Contract or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

6. This Local Road Contract shall become binding on the parties hereto and be of full force and effect upon the signing thereof by the duly authorized officials of the Township and of the RCKC.

7. The Township will be notified and agrees to authorize the Board to proceed with the award of the bids to the lowest responsive and responsible bidder unless advised in writing (by the appropriate township official by no later than the day before the Board meeting) that due to the cost of the project(s) with overhead, the cost exceeds the local road contract and therefore the township requests not to make the award to the bidder.

8. The maximum cost to the township for the Project(s) is the amount itemized as the estimated project(s) cost on the Local Road Contract.

9. The estimated Project(s) cost shall include all labor, materials, equipment and contractor costs anticipated to be incurred in the project(s) by the Board. These items shall, in turn, include all indirect and administrative costs chargeable to the Project(s).

10. The parties hereto agree that, when and where applicable, they will comply with Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (all of the foregoing as amended) and the applicable portions of the Michigan Elliott-Larsen Civil Rights Act and Michigan Persons with Disabilities Civil Rights Act, as well as any implementing rules and regulations. Specifically, contractors and sub-contractors are required not to discriminate against any employee or applicant for employment with respect to such person’s hire, tenure, terms, conditions or privileges of employment because of such person’s race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability, or protected veteran status. Breach of this provision may be regarded as a material breach of the contract or purchasing agreement, and handled accordingly. Further, any violation of this provision may be separately addressed in accordance with the foregoing laws.
11. The Board shall upon reasonable notification make available in their office to representatives of the Township all records concerning the project(s) for review.

IN WITNESS WHEREOF, the parties hereto have caused this Local Road Contract to be executed on the day and year first above written.

BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF KALAMAZOO

By ________________________________
Chair

By ________________________________
Township Official

TOWNSHIP OF TEXAS

Date March 31, 2020

Date March 19, 2020
Date Prepared: 2/5/20  
Township: Texas  
Location:  
Project Description: Briarcliff Lane - O Avenue to 1,172' north of O Avenue  
Estimator: Edward Klein  
Length: 0.24 Miles

<table>
<thead>
<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Fill</td>
<td>Light</td>
<td>720</td>
<td>lbs</td>
<td>1.60</td>
<td>1,152</td>
<td></td>
</tr>
<tr>
<td>Vacuum Sweeping</td>
<td>2x</td>
<td>4.00</td>
<td>hour</td>
<td>250.00</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>RCKC Equipment</td>
<td></td>
<td>2.45</td>
<td>hour</td>
<td>1,250.00</td>
<td>3,067</td>
<td></td>
</tr>
<tr>
<td>RCKC Labor/Fringe</td>
<td></td>
<td>2.28</td>
<td>hour</td>
<td>1,010.00</td>
<td>2,300</td>
<td></td>
</tr>
<tr>
<td>Contractor Equipment/Labor</td>
<td></td>
<td>3.25</td>
<td>hour</td>
<td>315.00</td>
<td>1,022</td>
<td></td>
</tr>
<tr>
<td>CST Fine Aggregate</td>
<td>20#/square yard</td>
<td>41</td>
<td>ton</td>
<td>42.50</td>
<td>1,757</td>
<td></td>
</tr>
<tr>
<td>CRS-2M (emulsion)</td>
<td>.28 gallon/square yard</td>
<td>1,157</td>
<td>gallon</td>
<td>1.89</td>
<td>2,187</td>
<td></td>
</tr>
<tr>
<td>Fog Seal</td>
<td>0.12 gal per syd</td>
<td>4,133</td>
<td>sq yd</td>
<td>0.50</td>
<td>2,067</td>
<td></td>
</tr>
</tbody>
</table>

Estimated Total Cost $14,552  
Overhead Costs 8.37% $1,218  
Total Estimated Project Cost $15,770
Date Prepared: 2/5/20
Township: Texas
Location: Alidor Street - 203' south of Phiant Avenue to R Avenue, Phiant Avenue - 913' west of Alidor Street to Alidor Street
Project Description: Chip Seal, Fog Seal
Estimator: Edward Klein
Length: 0.48 Miles

<table>
<thead>
<tr>
<th>Total Area</th>
<th>Length</th>
<th>Width</th>
<th>Length</th>
<th>Width</th>
<th>Cul-de Sac Area (Sft)</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>7,132</td>
<td>1,682</td>
<td>24</td>
<td>2,500</td>
<td>1</td>
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</table>

<table>
<thead>
<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacuum Sweeping</td>
<td>2x</td>
<td>4.00 hour</td>
<td>250.00</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>RCKC Equipment</td>
<td></td>
<td>3.55 hour</td>
<td>1,250.00</td>
<td>4,436</td>
<td></td>
</tr>
<tr>
<td>RCKC Labor/Fringe</td>
<td></td>
<td>3.29 hour</td>
<td>1,010.00</td>
<td>3,327</td>
<td></td>
</tr>
<tr>
<td>Contractor Equipment/Labor</td>
<td></td>
<td>4.69 hour</td>
<td>315.00</td>
<td>1,479</td>
<td></td>
</tr>
<tr>
<td>CST Fine Aggregate</td>
<td>20#/square yard</td>
<td>71 ton</td>
<td>42.50</td>
<td>3,031</td>
<td></td>
</tr>
<tr>
<td>CRS-2M (emulsion)</td>
<td>0.28 gallon/square yard</td>
<td>1,997 gallon</td>
<td>1.89</td>
<td>3,774</td>
<td></td>
</tr>
<tr>
<td>Fog Seal</td>
<td>0.12 gal per syd</td>
<td>7,132 sq yd</td>
<td>0.40</td>
<td>2,853</td>
<td></td>
</tr>
</tbody>
</table>

Estimated Total Cost $19,900
Overhead Costs 8.37% $1,666
Total Estimated Project Cost $21,565
Date Prepared: 2/5/20  
Township: Texas  
Location: Clydesdale Avenue - Percheron Street to Belgian Avenue  
Project Description: Crack Fill, Chip Seal, Fog Seal  
Estimator: Edward Klein  
Length: 0.27 Miles

<table>
<thead>
<tr>
<th>Total Area</th>
<th>Length</th>
<th>Width</th>
<th>Cul-de Sac Area (Sft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,996</td>
<td>1,405</td>
<td>32</td>
<td></td>
</tr>
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</table>

| Conv Factor | 9 |

<table>
<thead>
<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Fill Medium</td>
<td></td>
<td>1,080</td>
<td>lbs</td>
<td>1.60</td>
<td>1,728</td>
<td></td>
</tr>
<tr>
<td>Vacuum Sweeping 2x</td>
<td></td>
<td>4.00</td>
<td>hour</td>
<td>250.00</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>RCKC Equipment</td>
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<td>2.97</td>
<td>hour</td>
<td>1250.00</td>
<td>3,707</td>
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<tr>
<td>RCKC Labor/Fringe</td>
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<td>2.75</td>
<td>hour</td>
<td>1010.00</td>
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<tr>
<td>Contractor Equipment/Labor</td>
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<td>3.92</td>
<td>hour</td>
<td>315.00</td>
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<tr>
<td>CST Fine Aggregate 20#/square yard</td>
<td></td>
<td>50</td>
<td>ton</td>
<td>42.50</td>
<td>2,123</td>
<td></td>
</tr>
<tr>
<td>CRS-2M (emulsion) .28 gallon/square yard</td>
<td></td>
<td>1,399</td>
<td>gallon</td>
<td>1.89</td>
<td>2,644</td>
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<tr>
<td>Fog Seal 0.12 gal per syd</td>
<td></td>
<td>4,996</td>
<td>sq yd</td>
<td>0.40</td>
<td>1,998</td>
<td></td>
</tr>
</tbody>
</table>

Estimated Total Cost $17,215  
Overhead Costs 8.37% $1,441  
Total Estimated Project Cost $18,656
Date Prepared: 2/5/20  
Township: Texas  
Location: Misty Creek Drive - Willowbend Trail to 12th Street, Willowbend Trail - 304' west of Fountain Square Drive to Misty Creek Drive, Cranberry Court - 187' north of Willowbend Trail to Willowbend Trail, Willowbend Way - 184' north of Willowbend Trail to Willowbend Trail  
Project Description: Crack Fill, Chip Seal, Fog Seal  
Estimator: Edward Klein  
Length: 0.44 Miles

<table>
<thead>
<tr>
<th>Total Area</th>
<th>Length</th>
<th>Width</th>
<th>Length</th>
<th>Width</th>
<th>Cul-de Sac Area (SR)</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>10,285</td>
<td>2,300</td>
<td>30</td>
<td></td>
<td>7,854</td>
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<td>3</td>
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<tr>
<td>Conv Factor</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>9</td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Fill Medium</td>
<td>1,760</td>
<td>lbs</td>
<td>1.60</td>
<td>2,816</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacuum Sweeping 2x</td>
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<td></td>
<td>250.00</td>
<td>1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RCKC Equipment</td>
<td>5.12 hour</td>
<td></td>
<td>1250.00</td>
<td>6,397</td>
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</tr>
<tr>
<td>RCKC Labor/Fringe</td>
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<td>1010.00</td>
<td>4,798</td>
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</tr>
<tr>
<td>Contractor Equipment/Labor</td>
<td>6.77 hour</td>
<td></td>
<td>315.00</td>
<td>2,132</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CST Fine Aggregate .20#square yard</td>
<td>103</td>
<td>ton</td>
<td>42.50</td>
<td>4,371</td>
<td></td>
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</tr>
<tr>
<td>CRS-2M (emulsion) .28 gallon/square yard</td>
<td>2,880 gallon</td>
<td>1.89</td>
<td>5,443</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fog Seal 0.12 gal per syd</td>
<td>10,285 sq yd</td>
<td>0.50</td>
<td>5,143</td>
<td></td>
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</table>

Estimated Total Cost $32,099  
Overhead Costs 8.37% $2,687  
Total Estimated Project Cost $34,786
Date Prepared: 2/5/20  
Township: Texas  
Location: Dustin Circle - P Avenue to Terrier Trail, Terrier Trail - Dustin Circle to Dustin Circle  
Project Description: Crack Fill, Chip Seal, Fog Seal  
Estimator: Edward Klein  
Length: 0.89 Miles

<table>
<thead>
<tr>
<th>Total Area</th>
<th>Length</th>
<th>Width</th>
<th>Length</th>
<th>Width</th>
<th>Conv Factor</th>
<th>Cul-de Sac Area (Sft)</th>
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<td>12,493</td>
<td>4,685</td>
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<table>
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<th>Description of charge</th>
<th>Application Rate</th>
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<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>Crack Fill</td>
<td>Medium</td>
<td>3,560</td>
<td>lbs</td>
<td>1.60</td>
<td>5,696</td>
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<tr>
<td>Vacuum Sweeping</td>
<td>2x</td>
<td>7.12</td>
<td>hour</td>
<td>250.00</td>
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<td>RCKC Equipment</td>
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<td>5.02</td>
<td>hour</td>
<td>1,250.00</td>
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<td>RCKC Labor/Fringe</td>
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<td>4.66</td>
<td>hour</td>
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<tr>
<td>Contractor Equipment/Labor</td>
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<td>6.64</td>
<td>hour</td>
<td>315.00</td>
<td>2,090</td>
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<tr>
<td>CST Fine Aggregate</td>
<td>20#/square yard</td>
<td>125</td>
<td>ton</td>
<td>42.50</td>
<td>5,310</td>
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<tr>
<td>CRS-2M (emulsion)</td>
<td>.28 gallon/square yard</td>
<td>3,498</td>
<td>gallon</td>
<td>1.89</td>
<td>6,611</td>
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<tr>
<td>Fog Seal</td>
<td>0.12 gal per syd</td>
<td>12,493</td>
<td>sq yd</td>
<td>0.50</td>
<td>6,247</td>
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Estimated Total Cost $38,709  
Overhead Costs 8.37% $3,240  
Total Estimated Project Cost $41,949
Date Prepared: 2/5/20  
Township: Texas  
Location: O Avenue - 2,820' west of 1st Street to 1,400' east of 4th Street  
Project Description: Crack Fill, HMA Wedging, Chip Seal, Fog Seal  
Estimator: Edward Klein  
Length: 2.23 Miles

<table>
<thead>
<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>Pavement Marking</td>
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<td>11,725</td>
<td>lin ft</td>
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<td>High Shoulder Removal</td>
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<td>234</td>
<td>Station</td>
<td>25.00</td>
<td>5,850</td>
<td>no charge</td>
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<tr>
<td>Crack Fill</td>
<td>Medium</td>
<td>8,920</td>
<td>lbs</td>
<td>1.60</td>
<td>14,272</td>
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<tr>
<td>HMA Wedging</td>
<td></td>
<td>200</td>
<td>ton</td>
<td>69.50</td>
<td>13,900</td>
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<tr>
<td>RCKC Equipment</td>
<td></td>
<td>5.82</td>
<td>hour</td>
<td>1,010.00</td>
<td>5,881</td>
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<tr>
<td>RCKC Labor/Fringe</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Contractor Equipment/Labor</td>
<td></td>
<td>8.30</td>
<td>hour</td>
<td>315.00</td>
<td>2,614</td>
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<tr>
<td>CS2 Fine Aggregate</td>
<td>20#/square yard</td>
<td>287</td>
<td>ton</td>
<td>42.50</td>
<td>12,202</td>
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<tr>
<td>CRS-2M (emulsion)</td>
<td>.40 gallon/square yard</td>
<td>11,484</td>
<td>gallon</td>
<td>1.89</td>
<td>21,706</td>
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<tr>
<td>Fog Seal</td>
<td>0.12 gal per syd</td>
<td>28,711</td>
<td>sq yd</td>
<td>0.40</td>
<td>11,484</td>
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Estimated Total Cost $89,901  
Overhead Costs 8.37% $7,525  
Total Estimated Project Cost $97,426
Date Prepared: 3/2/20  
Township: Texas  
Location:  
Boyne Street - Charlevoix Street to Q Avenue,  
Charlevoix Street - Northport Avenue to Texas Heights Avenue,  
Northport Avenue - 200’ west of Petoskey Street to Charlevoix Street,  
Suttons Bay Street - Petoskey Street to Boyne Street,  
Petoskey Street - 730’ feet south of Bowers Harbor Avenue to Suttons Bay Street,  
Manitou Avenue - 200’ west of Petoskey Street to Charlevoix Street,  
Bingham Avenue - Petoskey Street to Charlevoix Street,  
Presque Isle Drive - Trout Bay Street to Petoskey Street,  
West Bay Street - Presque Isle Drive to 150’ north of Presque Isle Drive,  
Port Hope Drive - 200’ west of Trout Bay Street to 200’ east of Petoskey Street,  
Trout Bay Street - Bowers Harbor Avenue to Presque Isle Drive,  
Bowers Harbor Avenue - Trout Bay Street to Petoskey Street  

Project Description: Crack Fill, Chip Seal, Fog Seal  
Estimator: Edward Klein  
Length: 2.95 Miles

<table>
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<tr>
<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
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<th>Notes</th>
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<tbody>
<tr>
<td>Crack Fill Medium</td>
<td>11,800 lbs</td>
<td>1.60</td>
<td>18,880</td>
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<tr>
<td>Vacuum Sweeping 2x</td>
<td>23.60 hour</td>
<td>250.00</td>
<td>5,900</td>
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<tr>
<td>RCKC Equipment</td>
<td>14.94 hour</td>
<td>1,010.00</td>
<td>15,085</td>
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<tr>
<td>RCKC Labor/Fringe</td>
<td>21.28 hour</td>
<td>315.00</td>
<td>6,705</td>
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<tr>
<td>Contractor Equipment/Labor</td>
<td>527 ton</td>
<td>42.50</td>
<td>22,379</td>
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<tr>
<td>CST Fine Aggregate 20#/square yard</td>
<td>14,744 gallon</td>
<td>1.89</td>
<td>27,866</td>
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<tr>
<td>CRS-2M (emulsion) .28 gallon/square yard</td>
<td>52,656 sq yd</td>
<td>0.40</td>
<td>21,062</td>
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Estimated Total Cost $137,990  
Overhead Costs 8.37% $11,550  
Total Estimated Project Cost $149,540
Date Prepared: 2/5/20  
Township: Texas  
Location: Montezuma Avenue - 4th Street to Shoshone Street, Shoshone Street - Montezuma Avenue to El Dorado Avenue, El Dorado Avenue - Shoshone Street to Denali Street, Himalayas Avenue - El Dorado Avenue to Denali Street, Denali Street - Himalayas Avenue to Andes Avenue, Andes Avenue - Denali Street to Rocky Mountain Street, Rocky Mountain Street - 316' south of Andes Avenue to 370' north of Maricopa Trail, Maricopa Trail - 4th Street to Rocky Mountain Street  
Project Description: Crack Fill, Chip Seal, Fog Seal  
Estimator: Edward Klein  
Length: 2.91 Miles

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<tr>
<th>Total Area</th>
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<th>Length</th>
<th>Width</th>
<th>Cul-de Sac Area (Sft)</th>
<th>Quantity</th>
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<tr>
<td>52,049</td>
<td>15,353</td>
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| Conv Factor | 9 |

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<th>Units of measure</th>
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<tbody>
<tr>
<td>Crack Fill</td>
<td>Light</td>
<td>8,730</td>
<td>lbs</td>
<td>1.60</td>
<td>13,968</td>
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<tr>
<td>Vacuum Sweeping</td>
<td>2x</td>
<td>23.28</td>
<td>hour</td>
<td>250.00</td>
<td>5,820</td>
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<tr>
<td>RCKC Equipment</td>
<td></td>
<td>20.90</td>
<td>hour</td>
<td>1,250.00</td>
<td>26,128</td>
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<td>RCKC Labor/Fringe</td>
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<td>19.40</td>
<td>hour</td>
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<td>19,596</td>
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<tr>
<td>Contractor Equipment/Labor</td>
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<td>27.65</td>
<td>hour</td>
<td>315.00</td>
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<tr>
<td>CST Fine Aggregate</td>
<td>20#/square yard</td>
<td>520</td>
<td>ton</td>
<td>42.50</td>
<td>22,121</td>
</tr>
<tr>
<td>CRS-2M (emulsion)</td>
<td>.28 gallon/square yard</td>
<td>14,574</td>
<td>gallon</td>
<td>1.89</td>
<td>27,545</td>
</tr>
<tr>
<td>Fog Seal</td>
<td>0.12 gal per syd</td>
<td>52,049</td>
<td>sq yd</td>
<td>0.40</td>
<td>20,820</td>
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Estimated Total Cost $144,706  
Overhead Costs 8.37% $12,112  
Total Estimated Project Cost $156,818
Date Prepared: 2/5/20
Township: Texas
Location: Misty Creek Drive - 11th Street to Willowbend Trail, Fountain Square - Willowbend Trail to Misty Creek Drive
Project Description: HMA Overlay
Estimator: Bill Oxx
Length: 0.51 Miles

<table>
<thead>
<tr>
<th>Total Area (Syd)</th>
<th>Length</th>
<th>Width</th>
<th>Length</th>
<th>Width</th>
<th>Cul-de Sac Area (Sft)</th>
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| Conv Factor | 9 |

<table>
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<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>High Shoulder Removal</td>
<td></td>
<td>53 station</td>
<td>25.00</td>
<td>1,325</td>
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<td>no charge</td>
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<tr>
<td>Sanitary Sewer Manhole Adjustment</td>
<td></td>
<td>7 each</td>
<td>800.00</td>
<td>5,600</td>
<td>city of Kalamazoo</td>
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</tr>
<tr>
<td>Material Testing</td>
<td></td>
<td>2 each</td>
<td>250.00</td>
<td>500</td>
<td></td>
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</tr>
<tr>
<td>Placement of Gravel Shoulders</td>
<td>2'-3' wide</td>
<td>53 station</td>
<td>33.00</td>
<td>1,749</td>
<td></td>
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</tr>
<tr>
<td>23A Gravel (shoulder/driveway material)</td>
<td></td>
<td>200 ton</td>
<td>15.00</td>
<td>3,000</td>
<td>includes gravel driveway transitions</td>
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<tr>
<td>Cold Milling</td>
<td>1 - 2 inches</td>
<td>4,530 sq yd</td>
<td>2.00</td>
<td>9,060</td>
<td>30' butt joints</td>
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<tr>
<td>Roadside Restoration</td>
<td>1-2' wide</td>
<td>53 station</td>
<td>150.00</td>
<td>7,950</td>
<td>topsoil restoration/seeding</td>
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<tr>
<td>HMA Surface Course</td>
<td>250#/sq yd</td>
<td>1,150 ton</td>
<td>59.50</td>
<td>68,425</td>
<td></td>
<td></td>
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<tr>
<td>Fog Seal Construction Joint</td>
<td>2' wide</td>
<td>2,655 lin ft</td>
<td>0.50</td>
<td>1,328</td>
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**Estimated Total Cost**: $92,012
**Overhead Costs**: 8.37% $7,701
**Total Estimated Project Cost**: $99,713
Date Prepared: 2/5/20  
Township: Texas  
Location: Paw Paw Lake Drive - 2,140’ east of 2nd Street to S Avenue  
Project Description: HMA Overlay  
Estimator: Edward Klein  
Length: 1.55 Miles  

<table>
<thead>
<tr>
<th>Total Area (Syd)</th>
<th>Length</th>
<th>Width</th>
<th>Length</th>
<th>Width</th>
<th>Cul-de Sac Area (Sft)</th>
<th>Quantity</th>
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<td>19,996</td>
<td>8,180</td>
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<table>
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<th>Description of charge</th>
<th>Application Rate</th>
<th>Estimated Quantities</th>
<th>Units of measure</th>
<th>Estimated Unit Cost</th>
<th>Estimated Total</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree Pruning/Removal</td>
<td>22 each</td>
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<td>600.00</td>
<td>13,200</td>
<td>no charge</td>
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<tr>
<td>High Shoulder Removal</td>
<td>164 station</td>
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<td>25.00</td>
<td>4,100</td>
<td>no charge</td>
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<tr>
<td>Repair/Replace Culverts</td>
<td>15”CMP 180 lin ft</td>
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<td>50.00</td>
<td>9,000</td>
<td>no charge</td>
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<td>Ditch Cleanout</td>
<td>60 station</td>
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<td>300.00</td>
<td>18,000</td>
<td>no charge</td>
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<tr>
<td>Pavement Marking</td>
<td>8,180 lin ft</td>
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<td>0.10</td>
<td>818</td>
<td>no charge</td>
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<tr>
<td>Material Testing</td>
<td>5 each</td>
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<td>250.00</td>
<td>1,250</td>
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<td>Driveway Adjustments - Asphalt</td>
<td>21 each</td>
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<td>150.00</td>
<td>3,150</td>
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<td>Driveway Adjustments - Concrete</td>
<td>6 each</td>
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<td>500.00</td>
<td>3,000</td>
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<td></td>
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<tr>
<td>Placement of Gravel Shoulders</td>
<td>2’-3’ wide</td>
<td>164 station</td>
<td>33.00</td>
<td>5,412</td>
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<tr>
<td>23A Gravel (shoulder/driveway material</td>
<td>900 ton</td>
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<td>12.50</td>
<td>11,250</td>
<td>includes gravel driveway transitions</td>
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</tr>
<tr>
<td>Cold Milling</td>
<td>1 - 2 inches</td>
<td>200 sq yd</td>
<td>6.00</td>
<td>1,200</td>
<td>30’ butt joints at intersections</td>
<td></td>
</tr>
<tr>
<td>HMA Surface Course</td>
<td>250#/sq yd</td>
<td>2,500 ton</td>
<td>59.50</td>
<td>148,750</td>
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<tr>
<td>Fog Seal Construction Joint</td>
<td>8,180 lin ft</td>
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<td>0.50</td>
<td>4,090</td>
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**Estimated Total Cost** $178,102  
**Overhead Costs** 8.37% $14,907  
**Total Estimated Project Cost** $193,009