

**SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS
BOARD MEETING and AUDIT/FINANCE MEETING**

AMENDED

The Schoolcraft County Board of Commissioners / Audit Finance Committee met on Thursday, March 10, 2015, in the District Courtroom of the Schoolcraft County Building, City of Manistique, Michigan. ~~Chairperson Craig Reiter~~ **Acting Chairperson Larry F. Mersnick** called the meeting to order at 4:00 p.m. The roll was called with the following members present and/or absent:

Present: Commissioner Allan Ott
 Commissioner Larry F. Mersnick
 Commissioner Christine Rantanen
 Commissioner Patrick Carley
 Schoolcraft County Clerk Beth A. Edwards

Absent: Commissioner Craig Reiter (Excused)

Acting Chairperson Larry Mersnick led the Schoolcraft County Board of Commissioners and the members of the audience in the Pledge of Allegiance to the Flag of the United States of America.

It was moved by Commissioner Patrick Carley and was seconded by Commissioner Allan Ott to approve the minutes of the February 25, 2016 Board and Audit-Finance Meeting of the Schoolcraft County Board of Commissioners. The motion carried by unanimous aye vote of the Board members present. [Copies of minutes are available at the Office of the Schoolcraft County Clerk.]

Acting Chairperson Larry F. Mersnick asked if there were any additions, deletions or corrections to the printed agenda. Commissioner Larry F. Mersnick asked to add Dam Discussion, National General Health Survey for Medical Insurance Quote, and Soil Conservation Annual Report. Acting Chairperson Larry F. Mersnick asked if there were any objections to the amended agenda. Hearing non Acting Chairperson Larry F. Mersnick stated the agenda would be as stated.

“Public Hearings”: None

“Brief Public Comment”: None

“Unfinished Business”: **It was moved** by Commissioner Patrick Carley and was seconded by Commissioner Allan Ott to approve the Third Party Administration Management Plan with

MDSCAA for Housing Programs through MSHDA and authorize the Craig Reiter, Chairperson to sign the same. The motion carried by unanimous aye vote of the Board members present.

“New Business”: There was discussion as to the 911 Radios that were used by Rapid Response One and if they had been returned. Sheriff J. Norrington stated he would again attempt to retrieve those radios and let the board know the results prior to the next meeting. No formal Board action taken.

It was moved by Commissioner Christine Rantanen and was seconded by Commissioner Patrick Carley to accept the FY2015-16 Off-Road Vehicle (ORV) Law Enforcement Program Grant Agreement and authorize Craig Reiter, Chairperson to sign the agreement. The motion carried by a unanimous aye vote of all Board members present.

It was moved by Commissioner Christine Rantanen and was seconded by Commissioner Allan Ott to approve the five year lease of the Hasler (LMP 110) IH600AFWP10-IN600 Series mailing machine at the rate of \$105.74/ month for the first year and \$150.74 / month for the following 4 years of the lease. The motion carried by a unanimous aye vote of all Board members present.

It was moved by Commissioner Patrick Carley and was seconded by Commissioner Allan Ott to send to the Personnel Committee the request from Treasurer Julie Roscioli to fill the General Ledger Position in the Treasurer’s Office, which will be vacant on June 1, 2016, as soon as possible to allow training. There was discussion about a possible Personnel Committee meeting on March 18, 2016. The motion carried by a unanimous aye vote of all Board members present.

It was moved by Commissioner Patrick Carley and was seconded by Commissioner Christine Rantanen to approve the Conflict of Interest Policy and distribute to all Boards including the Board of Commissioners. The motion carried by a unanimous aye vote of all Board members present.

It was moved by Commissioner Patrick Carley and was seconded by Commissioner Allan Ott to approve any language for the Ordinance regarding Short-term Rentals to be sent to Attorney Michael Homier for review once it is completed by the Planning Commission. The motion carried by a unanimous aye vote of all Board members present.

It was moved by Commissioner Allan Ott and was seconded by Commissioner Patrick Carley to approve the posting/advertisement of the vacant Deputy Probate Register/Diversion Officer position in Probate Court and send to Personnel Committee to discuss the wage. The motion carried by a unanimous aye vote of all Board members present.

It was moved by Commissioner Patrick Carley and was seconded by Commissioner Allan Ott to approve the Notice of Award in the amount of \$124,300, MDOT Contract for Federal/State/Local Airport Project Block Grant (Contract No. 2016-0185/Federal Project No. B-26-0060-1614) including Contract Amendment No. 1, Selection of Consultants Airport Improvement Program Sponsor Certification, Drug-Free Workplace Airport Improvement Program Sponsor Certification, Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification, and also authorize Craig Reiter, Chairperson to sign those documents. The motion carried by a unanimous aye vote of all Board members present.

It was moved by Commissioner Christine Rantanen and was seconded by Commissioner Patrick Carley approve Beth A. Edwards to submit the group enrollment application with The Hartford Group Life Insurance for employees and retirees. The motion carried by unanimous aye vote of all Board members present.

It was moved by Commissioner Patrick Carley and was seconded by Commissioner Allan Ott to authorize Beth A. Edwards, County Clerk to distribute the Health questionnaire for National General Health Insurance Quote. The motion carried by a unanimous aye vote of all Board members present.

It was moved by Commissioner Patrick Carley and was seconded by Commissioner Christine Rantanen to approve the follow-up inspections on the Carpenter Dam and Gulliver Lake Dam as recommended in the inspections that were completed last fall and authorize Craig Reiter, Chairperson or Lisa Kleeman, Interim Manager at the Road Commission to sign the contract. The motion carried by a unanimous aye vote of all Board members present.

It was moved by Commissioner Christine Rantanen and was seconded by Commissioner Patrick Carley to approve the oral and written 2015 Annual Report given by Mike Hickey for the Soil Conservation District. The motion carried by a unanimous aye vote of all Board members present.

Under Committee and Department Reports, the following matters were heard:

Commissioner Allan Ott: None.

Commissioner Larry Mersnick: attended LMAS, Six County, and Finance Committee meetings.

Commissioner Patrick Carley: reviewed the Airport Contract, stated that the software for the new fuel pumps at the airport is in the process, and Steve Videtich has replaced sever stair treads here in the Courthouse.

Commissioner Christine Rantanen: worked on the same things as Mr. Carley.

Beth A. Edwards, County Clerk, stated that Michelle Nelson, Payroll/HR Clerk, has successfully completed her probationary period as of March 7, 2016, and has moved to permanent full-time.

Sheriff J. Norrington stated that jail inmates are down, the cook at the jail has been out sick and this position needs to be looked at, the wrecked car has been removed from the premises and he is not sure where the new car is in the process.

Julie Roscioli, County Treasurer, stated she had been in contact with USDA and they have no funds yet to distribute but patrol cars are high priority when they do get funds. Also, she had been contacted by MBank with regard to the fund transfer and file transfer that is done for each payroll. There could be a possible file fee transfer for each payroll cycle in the future in the amount of \$5.00 plus \$.10 per employee which could be an additional \$358.88 per year in fees just for regular pay cycles not including special cycles.

Alan Barr, EDC Director, stated that the banks are favorable and looking at a potential re-open date of June 1, 2016, of the paper mill if things continue to go well and he is also working with other business expansions in the community.

Lisa Kleeman, Interim Manager at the Road Commission, stated that they will be interview on March 22, 2016 for the engineer manager position, there will be a MDOT inspection within two weeks at the sand pit/railroad crossing on Tannery Road, and the thaw is going well.

Announcements and Notices: None

Public Comment: Tim Noble addressed the expectations of the Diversion Officer and the need for a bachelor's degree and the low wage.

Communications: None

It was moved by Commissioner Christine Rantanen and was seconded by Commissioner Patrick Carley to approve the Budget Increase for Penny Carlson, Veteran’s Counselor, in the amount of \$314. There was discussion. Commissioner Christine Rantanen amended the motion to approve the Budget Increase for Penny Carlson, Veteran’s Counselor, to attend the Continuing Education Conference in full. There was discussion. Commissioner Christine Rantanen rescinded the motion.

It was moved by Commissioner Patrick Carley and was seconded by Commissioner Allan Ott to approve the Budget Increase presented for Penny Carlson, Veteran’s Counselor, to attend the conference in the amount of \$314 and address this again at the next meeting when Commissioner Craig Reiter is present. Roll call vote: Patrick Carley, yes; Allan Ott, yes; Christine Rantanen, no; Larry Mersnick, yes. The motion carried by majority vote of all Board members present.

It was moved by Commissioner Allan Ott and was seconded by Commissioner Patrick Carley to approve the claims and vouchers numbered **5491 through 5702, inclusive**. The motion carried by unanimous aye vote of the Board members present.

Chairperson Larry Mersnick asked if there was any further business to come before the Board.

Chairperson Larry Mersnick adjourned the Board and Audit Finance Meeting at 5:20 P.M.

Larry F. Mersnick
Acting Chairperson County Board

Larry F. Mersnick
Audit-Finance Chairperson

Beth A. Edwards, County Clerk

LEASE
Between
Schoolcraft County, as Lessor
and

Luce, Mackinac, Alger and Schoolcraft District Health Department

THIS LEASE, hereinafter referred to as Lease, by and between **Schoolcraft County**, as Lessor, whose address is 300 Walnut Street, Room #164 A, Manistique, Michigan 49854, and the **Luce, Mackinac, Alger and Schoolcraft District Health Department**, as Lessee, hereinafter referred to as "**LMAS**" and Lessee.

The parties, for the considerations specified in this Lease, agree to the following terms, conditions, and covenants:

ARTICLE I - DEFINITIONS

- 1.1_ Cancellation: Ending all rights and obligations of the Lessor and LMAS, except for any rights and obligations that are due and owing.
- 1.2 Maintenance: That effort, including repair, replacement, or removal, required to keep the Leased premises and the appearance of said Leased premises functioning or operating as originally designed, constructed, or installed, including but not limited to mechanical, electrical, architectural, or civil systems within the Leased premises, outside the Leased premises, or those systems otherwise attached thereto.
- 1.3 Occupancy: Actual physical presence by LMAS in the Leased premises.
- 1.4 Possession: Lawful availability and physical access.

ARTICLE II - POSSESSION

- 2.1 The Lessor leases to LMAS **3,426** rentable square feet of space, referred to as the "Leased premises".
- 2.2 The Leased premises are situated in the City of Manistique, County of Schoolcraft, State of Michigan:
- 2.3 This Lease may, with the express written approval of Lessor at such terms and conditions as may be agreed upon between Lessor and Lessee, be extended for an agreed upon term, provided notice be given in writing to the Lessor thirty (30) days before this Lease or extension expires.
- 2.4 LMAS may not assign this Lease or sublet the Leased premises in whole or in part, without the prior written consent of the Lessor.
- 2.5 The Lessor or Lessor's agent may enter the Leased premises with reasonable advance notice for the purpose of conducting repairs, preventive maintenance, or providing replacements, as required.

ARTICLE III - LMAS OBLIGATIONS, DUTIES and OPTIONS

- 3.1 LMAS shall furnish:
 - 1. Pro-rata share payment for electrical utilities used in the Leased premises.

Pro-rata share payment for natural gas utilities used in the Leased premises.
Pro-rata share payment for water and sewerage utilities used in the Leased premises.

- b. Telecommunications system and equipment.
 - c. Reimbursement to the Lessor, for any repairs to the Leased premises, from damage that exceeds normal wear and tear, to be expected from the lawful and proper use of the Leased premises, and the sole cause of which was the negligent acts or omissions of LMAS employees, agents, wards, clients, or customers.
- 3.2 LMAS shall give prompt and detailed notice to the Lessor, of the need for any maintenance (including damage and destruction) to the Leased premises, which is not expressly the obligations of LMAS, under this article, to maintain.
- 3.3 LMAS shall have the option to add tenant improvements to the Leased premises, with the County Board's approval, during this Lease, or any extension at LMAS's expense.
- 3.4 All tenant improvements by LMAS, authorized under paragraph 3.3, shall be performed in a manner customarily accepted by the skilled trades, and in accordance with all federal, state, and local rules, ordinances, laws, codes, or nationally recognized standards of good construction practice.
- 3.5 Upon cancellation or termination of this Lease, LMAS shall clean the Leased premises to "broom clean condition," and shall remove all furnishings from the Leased premises. Furnishings remaining in or on the Leased premises after cancellation or termination effective date shall be considered as abandoned property, and LMAS shall be obligated to pay the Lessor for all reasonable removal costs.
- 3.6 LMAS shall be responsible to request and obtain any local government sign ordinance variances and the payment of any related services.
- 3.7 LMAS shall close all operable windows, skylights, doors, or other exterior openings to the leased premises, within the control of LMAS, to avoid possible damage from fire, storms, rain, or freezing, when leaving the Leased premises at the close of the business day, or prior to any times when the leased premises shall be unoccupied.
- 3.8 LMAS shall not permit:
- a. Bicycles, mopeds, or other vehicles used for personal transportation, to be stored within the leased premises or other common areas, unless otherwise specifically authorized elsewhere in this lease, or agreed upon in writing with the Lessor.
 - b. Any items to be attached to suspended acoustical ceiling grids.
 - c. Access to any roof or overhang structure, except as under reasonable emergencies to maintain the roof moisture barrier or any rooftop mechanical system affecting the Leased premises.

ARTICLE IV - RENT CONSIDERATION

- 4.1 Rent consideration installment payments shall be made the first day of the month for which the installment applies.
- 4.2 LMAS shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. November 17, 2015, through 11:59 p.m. November 16, 2016, at the annual adjustable rate of Fifty-Two Thousand, Four Hundred and Fifty-Two Dollars and Twelve cents (\$52,452.12) per year, payable in installments of Four Thousand, Three Hundred and Seventy-One Dollars and One Cent (\$4,371.01) per month.
- a The annual rental rate reflected in this lease is based on an agreed upon rate between the Luce Mackinac Alger Schoolcraft County District Health Department Board and the Schoolcraft County board of Commissioners. It is agreed that the rate will be adjusted yearly to reflect the actual costs from the prior year.
- b. It is further agreed that actual rental rate will be negotiated between the two boards, based upon actual costs from the prior year.
- 4.3 If the Lessor seeks an increased rent adjustment in any given year, the Lessor shall also submit supporting data for that year.

ARTICLE V - CANCELLATION

- 5.1 This Lease may be canceled by LMAS during the initial period of possession if:
The Lessor is notified in writing at least sixty (60) days prior to the effective date of cancellation and any one of the following occur:
1. The purpose for which this lease was entered into no longer exists due to it's elimination by Executive or Legislative action.
 2. Funds are not available for operating the LMAS Health Department.
- 5.2 This lease may be canceled by LMAS during any subsequent renewal option periods of November 17, 2015 through November 16, 2016 if:
The Lessor is notified in writing at least ninety (90) days prior to the effective date of cancellation.
- 5.3 This Lease may be canceled by the Lessor if LMAS is notified in writing at least sixty (60) days prior to the effective date of cancellation if damage or destruction to the Leased premises exists.

ARTICLE VI - NOTICE, APPLICATION, and APPROVALS

- 6.1 Any notice required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notice to the Lessor shall be transmitted to the address noted in this lease, and notices to LMAS shall be transmitted to:

LMAS District Health Department
P.O. Box 398
Newberry, Michigan 496868

The notice shall be deemed effective as of 12:00 noon on the third business day following the date of mailing, if transmitted by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

- 6.2 This Lease shall be interpreted in accordance with the laws of the State of Michigan.
- 6.3 This Lease shall be binding upon and to the benefit of the heirs, executors, administrators, successors, and assigns, of the Lessor; and upon and to the benefit of the assignees and sublease of LMAS.
- 6.4 Should any provisions of this Lease or any addendum thereto be found to be illegal or otherwise unenforceable by a court of law, such provisions shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the lease.
- 6.5 This Lease, with all enclosures, and attachments as listed below, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed.

ADDENDUM A- Renewal of Lease Agreement:

LMAS exercises the renewal option pursuant to Article II, Paragraph 2.3, LMAS shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. November 17, 2015, through 11:59 p.m. November 16, 2016, at a rental rate determined by the actual operating costs attributable to the leased premises as determined by the Lessor in the amount of \$52,452.12 annually with monthly rental payments in the amount of \$4,371.01.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor, **SCHOOLCRAFT COUNTY**

_____ Date: _____
1st witness Craig Reiter, Chairperson

_____ Date: _____
2nd witness Beth A. Edwards, County Clerk

AGREEMENT

THIS AGREEMENT is by and between Schoolcraft County, Manistique , Michigan ("Owner") and Cross General Contracting, Inc. ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

New gas forced air heating system, new domestic well, ceiling insulations, replace exterior doors and windows, electrical outlets. Selective demolition, asbestos abatement and other miscellaneous items of work.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Schoolcraft County Airport
Terminal Building Rehabilitation Project**

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by C2AE, 123 West Main St. Ste. 200, Gaylord, Michigan (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

Bidder agrees that the Work will be complete and ready for final payment 90 days from issuance of Notice to Proceed.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the

remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

A. Lump Sum Bid Price for:

1. Replacement of existing boiler system with new furnace and forced air heating system.	<u>\$24,400.00</u>
2. Abandonment of existing well and replacement with new potable water well.	<u>\$19,500.00</u>
3. All other items of work identified in the project plans or manual including but not limited to additional insulation, replacement of exterior doors and windows, electrical outlets and all other miscellaneous items of work.	<u>\$77,900.00</u>
4. Asbestos Abatement Allowance. (Final cost will be determined by actual invoice amount by Subcontractor to Contractor without mark up. A final balancing Change Order will be issued to balance this item)	<u>\$2,500.00</u>
Lump Sum Bid Amount (items 1-4)	<u>\$124,300.00</u>

Total Lump Sum Bid Amount in Words

One hundred twenty-four thousand and three hundreds and zero Cents

New potable water well. Well shall be bid at 200’ deep. Final cost of this item shall be adjusted by change order based on the as constructed depth of well.

Provide a cost per foot for either a lessor or greater depth of the well. The final amount will be increased or decreased based on this cost per foot and on the final depth of the well.

* Cost per foot either greater or lesser than 200’. \$29/foot

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. The retainage on payments due the Contractor shall be in accordance with applicable provisions of Michigan Act No. 524, Public Acts of 1980 and amendments thereto. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the

Contractor and no additional amounts may be retained unless Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed.

- B. Upon substantial completion of the work, any amount retained may be paid to the Contractor, said amounts to be paid upon receipt of consent from the Contractor's surety, complete with power of attorney as required, to release retainage to the Contractor. When the work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the Owner are valid reasons for noncompletion, the Owner may make additional payments, retaining at all time an amount sufficient to secure the completion of the work.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 5 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of

construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 1, inclusive).
 - 3. Payment bond (pages 1 to 1, inclusive).
 - 4. Other bonds (pages n/a to _____, inclusive).
 - a. n/a (pages _____ to _____, inclusive).
 - b. n/a (pages _____ to _____, inclusive).
 - 5. General Provisions for Construction of Airport (pages 1 to 38, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings consisting of 11 sheets with each sheet bearing the following general title: Terminal Building Rehabilitation Project
 - 8. Addenda (numbers 0 to 0, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 12, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages BI-1).
 - c. Notice to Proceed (page 1, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Work Change Directives.
- b. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

SCHOOLCRAFT COUNTY

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

300 Walnut St.

Manistique, MI 498

Designated Representative:

Name: _____

Title: _____

Address: 300 Walnut St., Manistique, MI 49854

Phone: _____

Fax: _____

CONTRACTOR

CROSS GENERAL CONTRACTING, INC.

By: 

Title: President

(If Contractor is a corporation or a partnership attach evidence of authority to sign.)

Attest: 

Title: OFFICE MGR

Address for giving notices:

209 West Munising Ave

Munising, MI 49862

Designated Representative:

Name: Travis Cross

Title: President

Address: 209 W. Munising Ave., Munising, MI 49862

Phone: 906-387-8700

Fax: 906-387-8701

License No.: 2102141443