# County of Jackson 120 W. Michigan Ave. Jackson, MI 49201 (517) 788-4335



#### **BOARD OF COMMISSIONERS**

Clifford E. Herl, District 1 David F. Lutchka, District 2 Carl Rice, Jr., District 3 Philip S. Duckham III, District 4 Julie Alexander, District 5 James C. Videto, District 6 James E. Shotwell, Jr., District 7 Gail W. Mahoney, District 8 Jonathan T. Williams, District 9 Patricia A. Smith, District 10 Michael J. Way, District 11 David K. Elwell, District 12

#### **ELECTED OFFICIALS**

Amanda Riska, Clerk Steven Rand, Sheriff Mindy Reilly, Register of Deeds Karen Coffman, Treasurer Geoffrey Snyder, Drain Commissioner Hank Zavislak, Prosecuting Attorney

#### **COUNTY STAFF**

Michael Overton, Administrator/Controller Adam Brown, Deputy Administrator Charles Adkins, Circuit Court Administrator Tammy Bates, District Court Administrator Andy Crisenbery, Friend of the Court James Latham, Director of Finance **Connie Frey, IT Director** Brandon Ransom, Parks Director **Teresa Hawkins, Youth Center Director Ruth Scott, Equalization Director** Crystal Dixon, Human Resources Director Dr. John Maino, Medical Director Kent Maurer, Airport Manager Ric Scheele, Director-Fleet & Facilities Opns. Matt Shane, MSU Ext.-District Coordinator Marce Wandell, Department on Aging Director Dave Welihan, Veterans Affairs Officer Ted Westmeier, Health Officer

# County Commission Agenda August 21, 2012

#### Order of Business:

- 1. Call to Order
- 2. Invocation
- 3. Pledge of Allegiance
- 4. Roll Call
- 5. Approval of Agenda
- 6. Awards and Recognitions
- 7. Communications and Petitions
- 8. Special Orders/Public Hearing(s)
- 9. Public Comment
- 10. Special Meetings of Standing Committees
- 11. Minutes
- 12. Consent Agenda
- 13. Standing Committees
  - A. Policy
    - B. County Affairs & Agencies
    - C. Human Services
    - D. Personnel & Finance
- 14. Unfinished Business
- 15. New Business
- 16. Public Comment
- 17. Commissioner Comment
- 18. Closed Session
- 19. Adjournment

#### **Public Comment**

Any person desiring to speak on a matter to the Board of Commissioners may do so under the Public Comment items near the beginning and end of the meeting. Please state your name and use the microphone. Please note that the Commission allocates a maximum of five minutes per individual at the beginning of the meeting and three minutes per individual at the end of the meeting for this purpose.

#### **Consent Agenda**

Items on the Consent Agenda are items generally routine in nature that have passed a Standing Committee and will be enacted by one motion and one vote. There will be no separate discussion on these items. Any Commissioner may remove an item from the Consent Agenda and it will be considered by separate motion at the proper place during the meeting.

#### **Standing Committees**

The Board of Commissioners operates under a Standing Committee system with the following Committees: Policy, County Affairs & Agencies, Human Services, Personnel & Finance. All departments of the County coordinate their business through one of the Standing Committees. The Committees then forward their recommendations to the Board of Commissioners.

#### **Closed Session**

The Board of Commissioners is permitted under the Open Meetings Act to go into Closed Session to discuss labor contracts, purchase of property, and certain employee matters if requested by the employee. A two-thirds vote of the Commission is required to go into Closed Session.

#### AGENDA JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING August 21, 2012 7:00 p.m. County Commission Chambers

*Mission Statement:* Jackson County Government, in cooperation with the community and local governmental units, strives through a planned process to deliver quality services that address public needs.

- 1. CALL TO ORDER by Chairman Steve Shotwell
- 2. **INVOCATION** by Jonathan Williams
- 3. **PLEDGE OF ALLEGIANCE** by Kaleigh Duckham
- 4. ROLL CALL County Clerk Amanda Riska
- 5. APPROVAL OF AGENDA
- 6. **AWARDS & RECOGNITIONS** None.
- 7. **COMMUNICATIONS/PETITIONS** None.
- 8. SPECIAL ORDERS/PUBLIC HEARINGS
- 9. **PUBLIC COMMENTS**
- 10. SPECIAL MEETINGS OF STANDING COMMITTEES
- 11. **MINUTES** Minutes of the 7-17-12 Regular Meeting of the Jackson County Board of Commissioners

Attachments: \*7-17-12 Regular Meeting Minutes

#### 12. CONSENT AGENDA (Roll Call)

#### A. County Policy

1. Revised – Fiscal Policy 1000 – Budget Resolution

Attachments: \* Policy 1000

2. Revised – Fiscal Policy 1070 – Unreserved Fund Balance Policy

Attachments: \* Policy 1070 Regular Board Meeting Agenda August 21, 2012 Page 2

#### 12. CONSENT AGENDA (Roll Call) CONTINUED

#### B. County Affairs & Agencies

#### 3. Snow Removal Equipment Building Grant

Attachments: \*MDOT Sponsor Contract

4. RESOLUTION 08-12.34 AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS CHAIR, James E. Shotwell Jr. TO SIGN MDOT SPONSOR CONTRACT #2012-0643 (FEDERAL PROJECT #B-26-0051-3211), Snow Removal Equipment Building Construction

Attachments: \*Resolution 08-12.34

#### 5. Snow Removal Equipment Building Construction Contract

Attachments: \*Garrison Contract

#### 6. Construction Administration

Attachments: \*Mead and Hunt Contract

#### 7. Demolition Services for Airport-Owned Structures related to runway safety project

Attachments: \*Commonwealth Associates Demolition Contract

#### C. Human Services

#### 8. Animal Shelter Veterinarian Tech Contract

Attachments: \*Vet Tech Services Memo \*Vet Tech Independent Contractor Agreement Regular Board Meeting Agenda August 21, 2012 Page 3

#### 12. CONSENT AGENDA (Roll Call) CONTINUED

#### D. Personnel & Finance

#### 9. Budget Adjustments

#### a. Register of Deeds- Senior Clerk

Attachments: \* Request

#### b. Department on Aging

Attachments: \*Request

#### E. Other Business

10. Claims – July 1-31, 2012

Attachments: None.

#### 13. STANDING COMMITTEES

- A. County Policy Commissioner Dave Elwell None.
- B. County Affairs & Agencies Commissioner Dave Lutchka None.
- C. Human Services Commissioner Jon Williams None.
- D. Personnel and Finance Commissioner Jim Videto None.

#### 14. UNFINISHED BUSINESS

- 15. **NEW BUSINESS** 
  - A. Road Commission Ad Hoc Committee
- 16. **PUBLIC COMMENTS**
- 17. COMMISSIONER COMMENTS
- 18. **CLOSED SESSION** None.
- 19. **ADJOURNMENT**

#### MINUTES JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING July 17, 2012 7:00 p.m. County Commission Chambers

- 1. **CALL TO ORDER** by Chairman Steve Shotwell
- 2. **INVOCATION** by Chairman Steve Shotwell
- 3. **PLEDGE OF ALLEGIANCE** by Jared Alexander, a recent Hanover-Horton High School graduate and Marine Corp recruit, leaving in August to began training
- 4. **ROLL CALL** County Clerk Amanda Riska

(11) Present. Commissioners Herl, Lutchka, Rice, Duckham, Alexander, Videto, Williams, Smith, Way, Elwell, and Shotwell.

(1) Absent. Commissioner Mahoney.

#### 5. APPROVAL OF AGENDA

Moved by Williams, supported by Way for Approval of the Agenda. Commissioner Videto requested to accept revised attachment to Resolution 07-12.30 and to add endorsement letter to New Business for the Community Transformation Grant. Motion carried.

#### 6. **AWARDS & RECOGNITIONS** – None.

7. COMMUNICATIONS/PETITIONS – None.

#### 8. SPECIAL ORDERS/PUBLIC HEARINGS

#### A. 2013 Budget Public Hearing

Jon Wilson spoke about the County's Fund Balance and asked if the extra money in unreserved Fund Balance can go toward the Cascade Falls.

#### 9. **PUBLIC COMMENTS**

Jim Wellman, candidate for County Commissioner – District 1, introduced himself to the Board.

#### 10. **SPECIAL MEETINGS OF STANDING COMMITTEES** – None.

11. **MINUTES** - Minutes of the June 19, 2012, Regular Meeting of the Jackson County Board of Commissioners

Moved by Lutchka, supported by Way to Approve the Minutes of the June 19, 2012, Regular Meeting of the Jackson County Board of Commissioners. Motion carried.

#### 12. CONSENT AGENDA

*Moved by Herl, supported by Duckham* **for Approval of the Consent Agenda.** Roll Call: (11) Yeas. Motion carried.

- A. County Policy None.
- B. County Affairs & Agencies
  - 3. Region 2 Planning Commission Bi-annual Report
- C. Human Services
  - 4. Senior of the Year Resolution 07-12.29
  - 5. Resolution 07-12.28 THE MICHIGAN DEPARTMENT OF COMMUNITY HEALTH DESIGNATE CMH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES AS THE COORDINATING AGENCY FOR JACKSON COUNTY EFFECTIVE OCTOBER 1, 2012
  - 6. DRAFT Fiscal Year 2014 Annual Implementation Plan for Older American Act funded services
- D. Personnel & Finance
  - 7. Region 2 Planning Lease Renewal
  - 8. Budget Adjustments
    - a. Childcare Fund
- E. Other Business
  - 7. Claims June 1-30, 2012

#### 13. STANDING COMMITTEES

- A. County Policy Commissioner Dave Elwell None.
- B. County Affairs & Agencies Commissioner Dave Lutchka
  - 1. Appointments
    - a. Upper Grand River Watershed Council 2 public members, terms to 5/2014

Mr. Bormuth withdrew his application. Commissioner Lutchka nominated Anthony Raduazo and James Seitz. No other nominations from the floor. <u>Anthony Raduazo</u> and <u>James Seitz</u> appointed.

- C. Human Services Commissioner Jon Williams None.
- D. Personnel and Finance Commissioner Jim Videto None.

#### 14. UNFINISHED BUSINESS

#### A. Resolution 07-12.33 Right of Refusal

*Moved by Herl, supported by Rice to Approve Resolution 07-12.33 Right of Refusal.* Roll Call: (11) Yeas. Motion carried.

#### 15. **NEW BUSINESS**

#### A. Resolution 07-12.30 Establish Budgets for Other Funds

Moved by Lutchka, supported by Videto to Approve Resolution 07-12.30 to Establish Budgets for Other Funds. Roll Call: (11) Yeas. Motion carried.

#### B. Resolution 07-12.31 Compensation Employees

Moved by Williams, supported by Duckham to Approve Resolution 07-12.31 Compensation Employees. Roll Call: (11) Yeas. Motion carried.

#### C. Resolution 07-12.32 General Appropriations

Moved by Way, supported by Lutckha to Approve Resolution 07-12.32 General Appropriations. Roll Call: (11) Yeas. Motion carried.

#### D. Endorsement Letter for Community Transformation Grant

Moved by Videto, supported by Williams to Approve the Endorsement Letter for the **Community Transformation Grant.** Roll Call: (7) Yeas. Commissioners Herl, Lutchka, Rice, Alexander, Videto, Williams, and Smith. (4) Nays. Commissioners Duckham, Way, Elwell, and Shotwell. Motion carried.

#### 16. **PUBLIC COMMENTS**

John Wilson asked County Administration or the Commissioners to provide an explanation on how the county arrived at the figure for the fund balance.

#### 17. COMMISSIONER COMMENTS

Commissioner Herl welcomed back Commissioner Smith.

Commissioner Smith said she is happy to be back and thanked everyone for their cards, prayers, and support.

Commissioner Lutchka stated that a response was never received from members of the City

Council regarding the ice cream scooping contest at the Fair. The Township Supervisors were asked to participate and agreed. An email will be sent out with the schedule.

Commissioner Videto reminded everyone that the Fair is August 5 thru the 11 and he hopes to see everyone there.

Commissioner Duckham stated that the Board has worked very hard to achieve and maintain a balanced budget in Jackson County and yet with their vote, they just endorsed a trillion dollar deficit.

#### 18. **CLOSED SESSION** – None.

19. **ADJOURNMENT** - Chairman Shotwell adjourned the July 17, 2012, Meeting of the Jackson County Board of Commissioners at 7:19 p.m.

James E. Shotwell – Chairman, Jackson County Board of Commissioners

Amanda L. Riska – County Clerk

# COUNTY OF JACKSON POLICY MANUAL

#### **BUDGET RESOLUTION**

A resolution to establish a budget system for the County of Jackson; to define the powers and duties of the County of Jackson officers in relation to that system; to provide that the Fiscal Officer shall be furnished with information by the departments, boards, commissions, and agencies (hereafter known as "entities") relating to their financial needs, receipts and expenditures, and general affairs; to provide for an annual appropriation measure; to prescribe a disbursement procedure; to provide for an allotment system; and to provide remedies for refusal or neglect to comply with the requirements of this resolution. The annual budget will be prepared as prescribed by the Uniform Budget and Accounting Act of <u>1978-1968</u> as amended.

Section 1. County of Jackson Budget Resolution.

- <u>Section 2.</u> The fiscal year of the County of Jackson shall begin on January 1, in each year and close on the following December 31<sup>st</sup>.
- <u>Section 3.</u> The Administrator/Controller shall be the County of Jackson Fiscal Officer, and shall <u>perform be responsible for</u> the duties of the Fiscal Officer enumerated in this resolution. The Jackson County Board of Commissioners shall be the Board of Commissioners.
- <u>Section 4.</u> No later than <u>July-May</u> 1<sup>st</sup> of each year, the Fiscal Officer shall send to each entity of the County of Jackson, a budget message for the use of

those entities in preparing their estimates of budgetary requirements for the ensuing fiscal year. This message shall include information that the Fiscal Officer determines to be useful and necessary to assure that the budgetary estimates of the agencies are prepared in a consistent manner. It may also indicate limits on budgetary estimates, items that are to receive emphasis, and other policy direction deemed necessary. The budget message shall, at a minimum, require:

- A. The actual revenues and expenditures for the last completed fiscal year.
- B. Projected revenues and expenditures for the current fiscal year.
- C. Estimates of revenues and expenditures for at least the ensuing fiscal year. (The Fiscal Officer may require that the estimates for the ensuing fiscal year be calculated on the basis of various assumptions regarding level of service.)
- <u>Section 5.</u> Any entity of the County of Jackson, financed in whole or in part by the County of Jackson shall, according to the Budget Calendar, transmit to the Fiscal Officer its estimates of the amounts of money required for each of its activities for the ensuing fiscal year. Each entity shall also submit any other information deemed relevant by the Fiscal Officer on such forms and at such times as he/she may direct.
- <u>Section 6.</u> Any request for the proposed purchase of land, buildings or capital equipment, shall be accompanied by a statement for the ensuing fiscal year and for the following four (4) years which:

- A. Describes the intended use of the land, buildings, or equipment.
- B. States the order of priority of the purchase.
- C. Provides an estimate of any capital and related operating costs associated with the purchase.
- <u>Section 7.</u> The Fiscal Officer may review the estimates with a representative from each entity of the County of Jackson that has submitted such estimates. The purpose of the review shall be to clarify the estimates, ensure their accuracy, and to determine adherence to the budget guidelines provided by the Fiscal Officer pursuant to <u>Section 4.</u>
- <u>Section 8.</u> The Fiscal Officer shall consolidate the estimated expenditures received from the various entities together with the amounts of expected revenues and shall make recommendations relating to those estimates which shall assure consistence with the budget message. The total of estimated expenditures including any accrued deficit in any fund shall not exceed the total of expected revenues including any un-appropriated surplus. The budget shall consist of the following parts:
  - A. The amounts needed to pay and discharge the principal and interest of debt of the local unit due in the ensuing fiscal year.
  - B. Revenues shall contain detailed estimates of all anticipated revenues and any additional information required by the Fiscal Officer.

- C. Expenditures shall contain detailed estimates of all operating and capital outlay expenditures and any additional information required by the Fiscal Officer.
- D. An informational summary of projected revenues and expenditures of any special revenue funds, capital project funds, internal service funds, enterprise funds, or debt service funds, including the estimated total cost and proposed method of financing each capital construction project, and the projected additional annual operating cost and the method of financing the operating costs of each project for four (4) years beyond the fiscal year covered by the budget.
- <u>Section 9.</u> The Fiscal Officer shall transmit the budget to the Board of Commissioners who may review or alter it pursuant to <u>Section 8 before</u> <u>the end of July. With notification and consent from the Board of</u> <u>Commissioners, the Fiscal Officer may push back the transmitiosen of the</u> <u>budget to the Board of Commissioners if extenuating circumstances justify</u> <u>the delay.</u>
- <u>Section 10.</u> According to the Budget Calendar, the Fiscal Officer shall transmit to the Board of Commissioners:
  - A. A proposed general appropriations act, which shall set forth the anticipated revenues and requested expenditures. No general appropriation act shall be submitted to the Board of Commissioners

in which estimated total expenditures, including an accrued deficit, exceed estimated revenues and available surplus.

- B. A budget message which shall explain the reasons for increases or decreases in budgeted items compared with the current fiscal year, the policy of the Fiscal Officer as it relates to important budgetary items, any other information that the Fiscal Officer determines to be useful to the Board of Commissioners in its consideration of proposed appropriations.
- Section 11. The Board of Commissioners may direct the Fiscal Officer to submit any additional information it deems relevant in its consideration of the proposed general appropriation act. The Board of Commissioners may conduct budgetary reviews with the Fiscal Officer for the purpose of clarification or justifications of proposed budgetary items. The Board of Commissioners may revise, alter or substitute for the proposed general appropriations act in any way, except that it may not change it in a way that would cause total appropriations including an accrued deficit to exceed total estimated revenues, including an un-appropriated surplus. An accrued deficit shall be the first item of expenditures in the general appropriations act.
- <u>Section 12.</u> The Board of Commissioners shall fix the time and place of a public hearing to be held on the proposed general appropriations act. The County Clerk shall then have published in a newspaper of general circulation within the County of Jackson a notice of the hearing and an

indication of the place at which the proposed general appropriations act may be inspected by the public. The notice must be published at least seven (7) days before the date of the hearing.

- A. No later than NovemberAugust, the Board of Commissioners shall pass a general appropriations act providing the authority to make expenditures and incur obligations and cause to be levied and collected the general property tax in an amount set forth in the County's fixed portion as voted on by the electorate.
- Section 13. In the event that the Board of Commissioners fails to pass a general appropriations act by January 1<sup>st</sup> of each fiscal year, the Fiscal Officer shall notify all entities that they may, in the new fiscal year, make expenditures and incur obligations under the provisions of the general appropriations act effective for the fiscal year just completed; except that the authority for any items of appropriation in any month shall be limited to an amount not to exceed one twelfth (1/12) of the annual appropriations amount for that item. Expenditures shall continue in this manner each month until the effective date of a general appropriations act for the new fiscal year.
- <u>Section 14.</u> A deviation that would cause total expected expenditures to exceed total estimated revenues shall not be made until first approved by the Board of Commissioners.
- <u>Section 15.</u> Appropriations will be deemed maximum authorization to incur expenditures. The Fiscal Officer shall exercise supervision and control in

order to ensure that programs or work objectives are realized within these limits and shall not approve any <u>expendituresexpenditure</u> beyond that necessary to accomplish those objectives.

- <u>Section 16.</u> The Fiscal Officer shall maintain an accounting system in accordance with the State of Michigan Uniform Chart of Accounts.
- Section 17. No money shall be drawn from the County Treasurer except in pursuance of an appropriation of the Board of Commissioners. Each warrant or draft of the County of Jackson shall specify the fund and account (as designated by the State of Michigan Uniform Chart of Accounts) from which it is payable and shall be paid from no other fund or appropriation. Expenditures shall not be charged directly to any contingent account; instead, the necessary amount of the appropriation from such account shall be transferred to the appropriate account and the expenditure then charged thereto.
- <u>Section 18.</u> No obligation shall be incurred against, and no payment shall be made from any appropriation account unless there is a sufficient unencumbered balance in the appropriation and sufficient funds are or will be available to meet the obligations. Any obligation incurred or payment authorized in violation of this resolution, shall be void and any payment so made illegal.
- <u>Section 19.</u> The Fiscal Officer within thirty (30) days after the end of each month, shall transmit to the Board of Commissioners a summary statement showing the revenues and expenditures for the month, including year to date.

- <u>Section 20.</u> The Board of Commissioners may make supplemental appropriations by amending the original general appropriations act provided that:
  - A. An unobligated surplus from prior years becomes available,
  - B. Current year's revenue exceeds original estimates,
  - C. Current year's expenditures are less than original estimates.
  - D. In no case may such supplemental appropriations cause total estimated expenditures, including an accrued deficit, to exceed total estimated revenues, including an un-appropriated surplus.
- Section 21. Whenever it appears to the Fiscal Officer that actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such funds were based, the Fiscal Officer shall present to the Board of Commissioners recommendations which, if adopted, will prevent expenditures from exceeding available revenues for the current fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues or both. Within thirty (30) days of receiving the recommendations of the Fiscal Officer, the Board of Commissioners shall amend the general appropriations act to reduce appropriations or shall approve such measures necessary to provide revenues sufficient to equal appropriations or both. If the Board of Commissioners does not make effective such appropriations, reductions or measures to increase revenues within this time, the Fiscal Officer shall within the next five (5) days, make adjustments in appropriations in order to equalize appropriations and estimated revenues.

Section 22. Any violation of Sections 14, 16, 18, or 21 may be cause for removal of any officer or employee in the manner prescribed by law.

Adopted: 05/16/00 Revised: 05/15/07, 9/23/08, 7/17/12

# COUNTY OF JACKSON POLICY MANUAL

FISCAL

Policy No. 1070

# UNRESERVED FUND BALANCE POLICY

The County's optimum unreserved fund balance should represent 18% - 24% of the annual audited expenditures and transfers out of the previous fiscal year. Any amount in excess of 24% will, as approved by the Board of Commissioners, be transferred to the Budget Stabilization Fund, transferred to the Public Improvement Building Fund, or be identified in the five-year fiscal plan on how it will be used to maintain service levels etc. as approved by the Board of Commissioners while returning the fund balance to the appropriate level.

The unreserved fund balance may be used to pay expenditures caused by unforeseen emergencies, for shortfalls caused by declining revenues or to eliminate any short-term borrowing.

Adopted: 05/16/00 Revised: 05/15/07, 09/23/08

# JXN

ackson County

3606 Wildwood Avenue (517) 788-4225

Jackson, Michigan 49202 FAX (517) 788-4682

irport

Michael Overton, Administrator/Controller

FROM: Kent Maurer, Airport Manager 🟌

SUBJECT:Board of Commissioner Agenda Item Request: Approve MDOT SponsorContract totaling \$2.2 million dollars for Construction of a Snow RemovalEquipment Building at Jackson County Reynolds Field

DATE: July 19, 2012

Motion Requested: Approve the Sponsor Contract with MDOT-Aeronautics for construction of a Snow Removal Equipment Building totaling \$2.2 million dollars with an allocation of Federal \$1,131,666; State of Michigan \$934,666 and Jackson County \$134,167 and approve the Resolution authorizing James E. Shotwell Jr. to sign the Sponsor Contract

I. Background

A. The runway 7-25 project requires eventual demolition of the existing Snow Removal Equipment building located on Woodville Road. The existing SRE building happens to be situated on future runway 7-25's taxiway system. The Runway 7-25 project is necessary in order to construct 1000' safety areas at both ends of that runway. Current runway 6-24 cannot accommodate the 1000' safety areas because of the orientation of that runway. Airport Road and the railroad tracks create barriers at both ends of runway 6-24 making it necessary to construct a new runway (7-25). This necessitates construction of a new/replacement SRE building on Airport Road north of Wildwood Ave.

#### II. Current Situation

A. Construction of the new SRE building is necessary and vital to continued progress with the Runway 7-25 Safety Area project. It is important for construction to begin in the very near future in order to enclose the new structure prior to severe winter weather.

B. This construction project is part of the FAA approved airport ten-year-plan for airport construction projects and is also contained on the FAA approved Jackson County – Reynolds Field Airport Layout Plan.

#### III. Analysis

A. Strategic: This project is required for continued progress in the Runway 7-25 Safety Project, a project that has been given high strategic priority by the Board of Commissioners. The Runway 7-25 Safety Project was first approved in 2001. This project is an economic generator for the Jackson area and in keeping with the adopted strategic priorities of the County of Jackson.

B. Financial: The total Sponsor Contract is \$2, 200,000 with an allocation of contributions as follows: Federal \$1,131,666; State of Michigan \$934,167 and Jackson County \$134,167. The County of Jackson match funds are contained within the Runway Public Improvement budget that has a balance of \$398,000.

C. Customer: Users of Jackson County-Reynolds Field and the citizens of Jackson County.

D. Timing: August approval by the Board of Commissioners will permit construction to begin in very early September and in time to enclose the building prior to winter weather conditions.

IV. Recommendation

I recommend approval of this request.

Attachments: MDOT Aeronautics Sponsor Contract

**Draft Board of Commissioners Resolution** 

#### RESOLUTION ( ) AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS CHAIR, James E. Shotwell Jr. TO SIGN MDOT SPONSOR CONTRACT #2012-0643 (FEDERAL PROJECT #B-26-0051-3211), Snow Removal Equipment Building Construction

*WHEREAS*, The FAA has indicated that Runway 6-24 at the Jackson County Airport does not have required "safety areas" at the ends and approaches; and

WHEREAS, Because of FAA Runway Safety Requirements, a new Runway 7-25 must be constructed; and

WHEREAS, Construction of the <u>Snow Removal Equipment Building</u> is necessary and required so that Runway 7-25 can be constructed because the existing SRE building is situated on the future Runway 7-25 taxiway system; and

*WHEREAS*, Grant funds in the amount of \$2,200,000 were allocated by the Michigan Aeronautics Commission with an allocation of Federal \$1,131.666; State \$934,167 and Local match \$134,167 requirements for the referenced project; and

*WHEREAS*, The Jackson County Board of Commissioners has legal authority to approve this resolution and sponsor contract; and

*WHEREAS,* James E. Shotwell, Jr., is the Chairman of the Jackson County Board of Commissioners and has authority to sign such resolution and contract; and

*NOW, THEREFORE, BE IT RESOLVED*, that the Jackson County Board of Commissioners approves of the referenced grant and contract authorizes James E. Shotwell Jr. to sign on behalf of the Jackson County Board of Commissioners.

	James E. Shotwell, Jr., Chairman August 21, 2012	
STATE OF MICHIGAN		
COUNTY OF JACKSON	) SS.	

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on August 21, 2012 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date:

CONTRACT NO. 2012-0643 FEDERAL PROJECT NO. G-26-0051-3211 AGENDA: DAB

#### MICHIGAN DEPARTMENT OF TRANSPORTATION

#### JACKSON COUNTY BOARD OF COMMISSIONERS

#### CONTRACT FOR A FEDERAL/STATE/LOCAL

#### AIRPORT PROJECT

#### UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into this date of \_\_\_\_\_\_\_ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and Jackson County Board of Commissioners, hereinafter referred to as the "SPONSOR," for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Jackson County - Reynolds Field, whose associated city is Jackson, Michigan, such undertaking hereinafter referred to as the "PROJECT," estimated in detail in Exhibit 1, dated July 5, 2012, attached hereto and made a part hereof.

# PROJECT DESCRIPTION: CONSTRUCT SNOW REMOVAL EQUIPMENT BUILDING.

WITNESSETH:

..

WHEREAS, the PROJECT is eligible for federal funding pursuant to the Airport and Airway Improvement Act of 1982, as amended, and/or the Aviation Safety and Noise Abatement Act of 1979; and

WHEREAS, the DEPARTMENT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

WHEREAS, the DEPARTMENT is responsible for the allocation and management of block grant funds pursuant to the above noted act;

NOW, THEREFORE, the parties agree:

1

1. The term "PROJECT COST," as herein used, is defined in Attachment(s) 6, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

#### THE SPONSOR WILL:

- 2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. The DEPARTMENT will select the consultant for each element of the PROJECT involving preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to the DEPARTMENT.
- 3. Make payment to the DEPARTMENT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to insure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

- 4. With regard to audits and record-keeping:
  - a. The SPONSOR will 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 will be established and maintained for all costs incurred under this Contract.

- b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will 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.
- c. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
- 5. Provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
- 6. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from the DEPARTMENT or SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the DEPARTMENT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against the DEPARTMENT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to the DEPARTMENT semiannually in the format set forth in Appendix G, dated July 2010, attached hereto and made a part hereof, or any other format acceptable to the DEPARTMENT. 7. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all state, federal, and local applicable statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to accomplish the project in compliance with the FAA "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on July 18, 2012.

THE DEPARTMENT WILL:

- 8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 14 at the time of award of the amendment for approved work.
- 9. Upon receipt of payment request approved by the SPONSOR, make payment for eligible PROJECT COSTS. The DEPARTMENT will seek reimbursement from the FAA through the block grant issued to the DEPARTMENT for funds expended on eligible PROJECT COSTS.

The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED:

11. The PROJECT COST participation is estimated to be as shown below and as in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual DEPARTMENT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	\$1,131,666.00
Maximum DEPARTMENT Share	
SPONSOR Share	
Estimated PROJECT COST	

12. The PROJECT COST will be met in part with federal funds granted to the DEPARTMENT by the FAA through the block grant program and in part with DEPARTMENT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum DEPARTMENT obligation shown in Section 11.

For portions of the PROJECT where only DEPARTMENT and SPONSOR funds will be applied to the final settlement, DEPARTMENT funds will be at a rate not to exceed ninety percent (90%), and the total DEPARTMENT funds applied toward the PROJECT COST may be up to but will not exceed the maximum DEPARTMENT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Any items of PROJECT COST not funded by FAA or DEPARTMENT funds will be the sole responsibility of the SPONSOR.

DEPARTMENT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. The DEPARTMENT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

- 13. The SPONSOR 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 SPONSOR 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.
- 14. The PROJECT COST shown in Section 11 is the maximum obligation of DEPARTMENT and federal funds under this Contract. The maximum obligation of DEPARTMENT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by the DEPARTMENT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Administrator of Airports Division of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

15. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or

portions thereof, the DEPARTMENT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COST incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting excess funds be returned or at the time of financial closure, whichever comes first.

16. 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 will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of 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 will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR 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 will 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 SPONSOR, the SPONSOR will 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 SPONSOR fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR 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 SPONSOR 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 SPONSOR in a timely filed RESPONSE.

- 17. This Contract will be in effect from the date of award through twenty (20) years.
- 18. Failure on the part of the SPONSOR to comply with any of the conditions in this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this Section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.
- 19. Any approvals, acceptances, reviews, and inspections of any nature by the DEPARTMENT will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and inspections by the DEPARTMENT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by the DEPARTMENT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of the DEPARTMENT.

20. In connection with the performance of PROJECT work under this Contract, the parties (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 Act of 1964, being P.L. 88-352, 78 Stat. 241, and the Regulations of the United States Department of Transportation (49 CFR, 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.

The SPONSOR 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, dated October 1, 2005, attached hereto and made a part hereof.

- 21. In accordance with 1980 PA 278; MCL 423.321 *et seq.*; MSA 17.458(22), *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. The DEPARTMENT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
- 22. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 15, and/or 1984 PA 274, MCL 445.771 .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

The SPONSOR shall notify the DEPARTMENT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify the DEPARTMENT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract.

- 23. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.
- 24. The DEPARTMENT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

25. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

This Contract will become binding on the parties and of full force and effect upon signing 27. by the duly authorized representatives of the SPONSOR and the DEPARTMENT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to the DEPARTMENT with this Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: \_\_\_

Title:

# MICHIGAN DEPARTMENT OF TRANSPORTATION

. ....

# EXHIBIT 1

# JACKSON COUNTY-REYNOLDS FIELD JACKSON, MICHIGAN

Project No. G-26-0051-3211 Contract No. FM 38-01-C74

July 5, 2012

	Federal	State	Local	Total
	\$950	\$25	\$25	\$1,000
ADMINISTRATION DEPARTMENT-AERO 95/2.5/2.5%	\$950	\$25	\$25	\$1,000
	\$0	\$0	\$0	\$0
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$1,117,416	\$933,792	\$133,792	\$2,185,000
Snow Removal Equipment Building 95/2.5/2.5%	\$791,666	\$20,834	\$20,833	\$833,333
Snow Removal Equipment Building 90/5/5%	\$150,000	\$8,333	\$8,334	\$166,667
Snow Removal Equipment Building 90% State & 10% local	\$0	\$900,000	\$100,000	\$1,000,000
AERO - Construction 95/2.5/2.5%	\$4,750	\$125	\$125	\$5,000
CONSULTANT - Construction 95/2.5/2.5%	\$171,000	\$4,500	\$4,500	\$180,000
CONTINGENCIES	\$13,300	\$350	\$350	\$14,000
Funding Contingency 95/2.5/2.5%	\$13,300	\$350	\$350	\$14,000
TOTAL PROJECT BUDGET	\$1,131,666	\$934,167	\$134,167	\$2,200,000
Bill #	n: 1 \$696,666 (95%) 2 \$285,000 (95%)	SBGP 7010		

Bill #2 \$285,000 (95%) SBGP 7010 Bill #3 \$150,000 (90%) SBGP 8512

MAC Transfer: 3/22/12

#### RESOLUTION 08-12.34 AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS CHAIR, James E. Shotwell Jr. TO SIGN MDOT SPONSOR CONTRACT #2012-0643 (FEDERAL PROJECT #B-26-0051-3211), Snow Removal Equipment Building Construction

*WHEREAS*, The FAA has indicated that Runway 6-24 at the Jackson County Airport does not have required "safety areas" at the ends and approaches; and

**WHEREAS**, Because of FAA Runway Safety Requirements, a new Runway 7-25 must be constructed; and

**WHEREAS,** Construction of the <u>Snow Removal Equipment Building is necessary and required</u> so that Runway 7-25 can be constructed because the existing SRE building is situated on the future Runway 7-25 taxiway system; and

*WHEREAS*, Grant funds in the amount of \$2,200,000 were allocated by the Michigan Aeronautics Commission with an allocation of Federal \$1,131.666; State \$934,167 and Local match \$134,167 requirements for the referenced project; and

*WHEREAS*, The Jackson County Board of Commissioners has legal authority to approve this resolution and sponsor contract; and

*WHEREAS*, James E. Shotwell, Jr., is the Chairman of the Jackson County Board of Commissioners and has authority to sign such resolution and contract; and

*NOW, THEREFORE, BE IT RESOLVED*, that the Jackson County Board of Commissioners approves of the referenced grant and contract authorizes James E. Shotwell Jr. to sign on behalf of the Jackson County Board of Commissioners.

James E. Shotwell, Jr., Chairman August 21, 2012				
STATE OF MICHIGAN	)			
COUNTY OF JACKSON	) ss. )			

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on August 21, 2012 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: \_\_\_\_\_



TO: Michael Overton, Administrator/Controller

FROM: Kent Maurer, Airport Manager

SUBJECT: Board of Commissioner Agenda Item Request: Approve the Contract with Garrison Company of Farmington Hills, Michigan in the amount of \$2 million dollars for Construction of a Snow Removal Equipment Building at Jackson County - Reynolds Field

DATE: July 25, 2012

Motion Requested: Approve the contract with Garrison Company for construction of a Snow Removal Equipment Building for \$2 million dollars and authorize James E. Shotwell Jr. to sign the referenced contract document(s).

#### I. Background

A. The runway 7-25 project requires eventual demolition of the existing <u>S</u>now <u>R</u>emoval <u>E</u>quipment building located on Woodville Road. The existing SRE building happens to be situated on future runway 7-25's taxiway system. The Runway 7-25 project is necessary in order to construct 1000' safety areas at both ends of that runway. Current runway 6-24 cannot accommodate the 1000' safety areas because of the orientation of that runway. Airport Road and the railroad tracks create barriers at both ends of runway 6-24 making it necessary to construct a new runway (7-25). This necessitates construction of a new/replacement SRE building on Airport Road north of Wildwood Ave.

This construction project was advertised in accordance with County of Jackson purchasing policies. The advertisement can be viewed at this link:

# http://www.co.jackson.mi.us/Agencies/airport/docs/JXN 20SRE 20Ad 20for 20 Bids 205 11 12 1 .pdf

There was a good response to the advertisement with a total of four bids being received. As will be explained later, one of the bids was withdrawn by the bidder leaving three bids. The bid tally form can be viewed at this link:

http://www.co.jackson.mi.us/Agencies/airport/docs/AR\_M355N\_20120613\_124 444\_1\_.pdf

#### II. Current Situation

A. Construction of the new SRE building is necessary and vital to continued progress with the Runway 7-25 Safety Area project. It is important for construction on this building to begin in late August or early September in order to enclose the new structure prior to severe winter weather. The construction contract has been reviewed by Kevin Thomson, legal counsel.

B. This construction project is part of the FAA approved airport ten-year-plan for airport construction projects and is also contained on the FAA approved Jackson County – Reynolds Field Airport Layout Plan.

## III. Analysis

Strategic: This project is required for continued progress in the Runway 7-25 Safety
Project, a project that has been given high strategic priority by the Board of
Commissioners. The Runway 7-25 Safety Project was first approved in 2001. This project
is an economic generator for the Jackson area and in keeping with the adopted strategic
priorities of the County of Jackson.

Garrison Company has been recommended for award of this project after careful review of the company's qualifications by our architect, Kevin Kunde, of Mead and Hunt. This award recommendation process involves documenting the company's history in such projects. Additionally, Garrison Company was required to establish their ability to meet the "Buy American Act" or seek waivers for products that do not meet this act. A synopsis of this act can be viewed at: <u>http://www.dot.gov/buyamerica/</u>

A statement of qualifications for Garrison Company is found in this link:

http://www.co.jackson.mi.us/Agencies/airport/docs/doc01415220120619121043 1 .p df The Jackson County Airport Board, by resolution, endorsed this award recommendation at their July 18, 2012 meeting and that resolution is attached to this memorandum. The resolution by the Airport Board was necessary because the initial and apparent low bidder (MJC) almost immediately withdrew their bid due to a clerical error. The bid from MJC was determined to be non-compliant with bidding requirements after review by legal counsel. The communication from legal counsel can be viewed at this link:

http://www.co.jackson.mi.us/Agencies/airport/docs/MJCBidWithdrawal.pdf

B. Financial: The total contract amount is \$2, 000,000 (BDO Option #3 on the bid summary document) and is funded with an MDOT-Aeronautics grant that requires a County of Jackson local match of \$134,167. The local match results from using three separate fund sources from MDOT-Aeronautics to make this project possible. The three funds are: Federal-State-Local; Entitlement; and State-Local. One of the funds, the State-Local fund requires a 10% local match and 90% State match with no Federal funding. Please note that the State match also is much larger than some of the past grants. The net County of Jackson match computes to 6.7%. The County of Jackson match funds are contained within the Runway Public Improvement budget that has a balance of \$398,000.

C. Customer: Users of Jackson County-Reynolds Field and the citizens of Jackson County.

D. Timing: August approval by the Board of Commissioners will permit construction to begin in very early September and in time to enclose the building prior to winter weather conditions.

#### IV. Recommendation

I recommend approval of this request.

Attachments: Contract with Garrison Company

Airport Board Resolution

(ATTACHMENT #1)

## **RESOLUTION OF THE JACKSON COUNTY AIRPORT BOARD AT REYNOLDS FIELD**

## Snow Removal Equipment Building Construction Contract Bid Award Recommendation

*WHEREAS*, The FAA has indicated that Runway 6-24 at the Jackson County Airport does not have required "safety areas" at the ends and approaches; and

**WHEREAS**, Because of FAA Runway Safety Requirements, a new Runway 7-25 must be constructed; and

**WHEREAS,** Construction of a replacement Snow Removal Equipment Building is necessary because the existing SRE building must be demolished to make way for Runway 7-25; and

**WHEREAS**, Funding for this project is forthcoming in the form of a grant from MDOT-Aeronautics; and

**WHEREAS,** This project is in accordance with the established ten-year-plan on file with the FAA, and

*WHEREAS*, Four bids were received for this project in accordance with advertised bidding guidelines; and

*WHEREAS*, The initial apparent low bid from MJC was withdrawn by representatives of MJC within 16 hours of the bid opening; and

**WHEREAS**, Upon recommendation of legal counsel, Garrison of Farmington Hills has become the low bidder for this project because the bid from MJC is considered deficient and not in compliance with bid requirements; and

*WHEREAS*, Steven R. Wellman is the Chairman of the Jackson County Airport Board and has authority to sign this resolution; and

*NOW, THEREFORE, BE IT RESOLVED*, that the Jackson County Airport Board recommends to the Jackson County Board of Commissioners that Garrison Company of Farmington Hills be awarded the contract for construction of the Snow Removal Equipment Building at their bid price of \$2,000,000.

Steven R. Wellman, Chairman July 18, 2012

#### (ATTACHMENT #2)

# **▲IA** Document A101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of

payment is a Stipulated Sum

## AGREEMENT made as of the 21stday of August in the year 2012

**BETWEEN** the Owner:

County of Jackson Jackson County Tower Building, 120 West Michigan Avenue, Jackson, MI 49201

and the Contractor:

The Garrison Company, a corporation 32871 Middlebelt Road Suite 100 Farmington Hills, Michigan 48334-1728

for the following Project:

Snow Removal Equipment Facility - Building Package Jackson County Airport Jackson, Michigan

The Architect:

Mead & Hunt, Inc., a corporation 6501 Watts Road Madison, Wisconsin 53719

The Owner and Contractor agree as follows.

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AlA Document A101<sup>™</sup> – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:57:06 on 07/24/2012 under Order No.4933014099\_1 which expires on 04/11/2013, and is not for resale. User Notes:

#### TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- PAYMENTS 5
- 6 **DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION
- 8 **MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date to be fixed in a notice to proceed issued by the Owner. (Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than two hundred fifty (250) calendar days from the date of commencement,

(Paragraphs deleted)

Init.

I

subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated damages shall be assessed in the amount of \$1,000.00 per calendar day in the event of failure to complete the Work within the Contract Time.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be two million dollars (\$ 2,000,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

AlA Document A101<sup>TM</sup> – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:57:06 on 07/24/2012 under Order No.4933014099\_1 which expires on 04/11/2013, and is not for resale. User Notes:

Base Bid Option BBO-3: Building with No Interior Liner Panels

§ 4.3 Unit prices, if any: (Paragraph deleted)

ltem	Units and Limitations	Price Per Unit (\$0.00)
(None)	(None)	(None)

§ 4.4 Allowances included in the Contract Sum, if any: (Paragraph deleted)

Item

Price Gas and Electric Utility Service Charges \$30,000.00

## ARTICLE 5 PAYMENTS

#### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201<sup>TM</sup>-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the .1 full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- AlA Document A101™ 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized Init. reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:57:06 on 07/24/2012 under Order No.4933014099\_1 which expires 1 on 04/11/2013, and is not for resale. User Notes: (946417750)

(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

#### (Paragraph deleted)

Retainage shall be in the amount stated in Section 5.1.6. If the amount earned for Work is 50% of the Contract Sum as determined by the Architect, and if the character and progress of the Work have been satisfactory to the Owner and the Architect, the Owner, on recommendation of the Architect, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on the amount earned for Work completed subsequent to 50% of the Contract Sum.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

#### ARTICLE 6 DISPUTE RESOLUTION § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint another individual, not a party to this Agreement, to serve as Initial Decision Maker. (Paragraphs deleted)

## § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- [X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007
  - [] Litigation in a court of competent jurisdiction
  - [] Other (Specify)

1

#### ARTICLE 7 **TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

2.0 % annual interest rate

§ 8.3 The Owner's representative:

Kent Maurer Airport Manager Jackson County Airport 3606 Wildwood Avenue Jackson, Michigan 49202 Office: 517-788-4225 Mobile: 517-206-6003 Fax: 517-788-4682 Email: kmaurer@co.jackson.mi.us

§ 8.4 The Contractor's representative:

**Donnie** Patton The Garrison Company 32871 Middlebelt Road - Suite 100 Farmington Hills, Michigan 48334-1728 Office: 248-932-9100 Extension 206 Fax: 248-932-9106 Email: drpatton@garrisoncompany.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

(none)

I

1

#### **ENUMERATION OF CONTRACT DOCUMENTS** ARTICLE 9

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract: (Row deleted)

See attached Exhibit A

§ 9.1.4 The Specifications: (Paragraphs deleted) See attached Exhibit B

AlA Document A101<sup>TM</sup> – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AlA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AlA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the Init. maximum extent possible under the law. This document was produced by AIA software at 11:57:06 on 07/24/2012 under Order No.4933014099\_1 which expires on 04/11/2013, and is not for resale. **User Notes:** 

**§ 9.1.5** The Drawings: (Paragraphs deleted) See attached Exhibit C

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	May 31, 2012	12 (inclusive of attachments)
Addendum No. 2	June 6, 2012	1
Addendum No. 3	June 8, 2012	24 (inclusive of attachments)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- AIA Document E201<sup>™</sup>-2007, Digital Data Protocol Exhibit, if completed by the parties. .1
- .2 Other documents, if any, listed below:

The following documents bound in the project manual dated May 14, 2012 and any associated modifications made by addendums listed in Section 9.1.6: Section 001113 - Advertisement For Bids AIA Document A701-1997 - Instructions to Bidders Section 004113 - Bid Form

#### **INSURANCE AND BONDS** ARTICLE 10

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(Paragraph deleted) Type of insurance or bond Limit of liability or bond amount Insurance per Sections 007213 and Per referenced sections 007300

Bonds per Sections 007213 and 007300

Per referenced sections

This Agreement entered into as of the day and year first written above.

**OWNER** (Signature)

Kent Maurer, Airport Manager

**CONTRACTOR** (Signature) Donnie R. Patton, Executive Vice President

(Row deleted)

AlA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AlA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA\* Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:57:06 on 07/24/2012 under Order No.4933014099\_1 which expires on 04/11/2013, and is not for resale. User Notes:

#### EXHIBIT A SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT

The following documents, as bound in the Project Manual dated May 14, 2012, and any associated additions, deletions or revisions made by Addenda:

#### **DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

- 000101 PROJECT TITLE PAGE (1 page)
- 000110 TABLE OF CONTENTS (4 pages)
- 007213 GENERAL CONDITIONS (1 page)
- 007300 SUPPLEMENTARY CONDITIONS (3 pages)
- 007320 REQUIREMENTS FOR DBE/WBE (7 pages, including form)
- 007321 SPECIAL PROVISIONS FOR TAXES (1 page)
- 007322 SPECIAL NOTICE W-9 (1 page)

007322a W-9 form (4 pages)

007323 NOTICE TO BIDDERS – CERTIFED PAYROLLS (1 page)

007324 NOTICE TO BIDDERS – BUY AMERICAN-STEEL AND MANUFACTURED PRODUCTS FOR

CONSTRUCTION CONTRACTS (JAN 1991) (2 pages including Buy American Certificate)

007325 MDOT Aeronautics-Airports Program FEDERAL REQUIREMENTS (10 pages)

- 007326 APPENDIX A PROHIBITION DISCRIMINATION IN STATE CONTRACTS (2 pages)
- 007327 APPENDIX B CERTIFICATION FOR FEDERAL-AID CONTRACTS (1 page)
- 007328 FEDERAL (DAVIS BACON) WAGE RATES (cover page plus 6 pages)
- 007432 GEOTECHNICAL DATA (cover page plus 46 pages)

## **END OF EXHIBIT A**

#### EXHIBIT B SPECIFICATIONS

The following documents, as bound in the Project Manual dated May 14, 2012, and any associated additions, deletions or revisions made by Addenda:

#### **DIVISION 01 - GENERAL REQUIREMENTS**

- 011000 SUMMARY (8 pages)
- 012100 ALLOWANCES (3 pages)
- 012300 BASE AND ALTERNATE BID ITEMS (4 pages)
- 013100 PROJECT COORDINATION (10 pages)
- 014000 QUALITY REQUIREMENTS (8 pages)
- 014200 REFERENCES (18 pages)
- 015000 CONSTRUCTION FACILITES AND TEMPORARY CONTROLS (5 pages)
- 016000 PRODUCT REQUIREMENTS (12 pages)
- 017329 CUTTING AND PATCHING (4 pages)
- 017700 CLOSEOUT PROCEDURES (6 pages)
- 017823 OPERATION AND MAINTENANCE DATA (8 pages)
- 017839 PROJECT RECORD DOCUMENTS (4 pages)
- 017900 DEMONSTRATION AND TRAINING (6 pages)

#### **DIVISION 03 - CONCRETE**

033000	CAST-IN-PLACE CONCRETE (21 pages)
034100	PRECAST STRUCTURAL CONCRETE (14 pages)
034510	PRECAST CONCRETE SPLASHBLOCKS (2 pages)

#### **DIVISION 04 - MASONRY**

042200 CONCRETE UNIT MASONRY (19 pages)

047200 CAST STONE MASONRY (7 pages)

#### **DIVISION 05 - METALS**

- 051200 STRUCTURAL STEEL FRAMING (10 pages)
- 053100 STEEL DECKING (5 pages)
- 055000 METAL FABRICATIONS (10 pages)
- 055100 METAL STAIRS AND HANDRAILS (6 pages)
- 055300 METAL GRATINGS (5 pages)

#### **DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES**

- 061000 ROUGH CARPENTRY (9 pages)
- 064023 INTERIOR ARCHITECTURAL WOODWORK (7 pages)

### **DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

- 072100 THERMAL INSULATION (4 pages)
- 072726 FLUID-APPPLIED MEMBRANE AIR BARRIERS (9 pages)
- 078400 FIRESTOPPING (6 pages)
- 079200 JOINT SEALANTS (9 pages)

#### **DIVISION 08 - OPENINGS**

- 081100 HOLLOW METAL DOORS AND FRAMES (5 pages)
- 083113 ACCESS DOORS AND FRAMES (3 pages)
- 083300 OVERHEAD COILING DOORS (3 pages)
- 083615 SECTIONAL DOORS (9 pages)
- 084113 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS (10 pages)
- 087100 DOOR HARDWARE (17 pages)
- 088100 GLASS AND GLAZING (4 pages)

#### MEAD & HUNT, Inc.

088300 MIRRORS (4 pages) 089000 LOUVERS AND VENTS (3 pages)

#### **DIVISION 09 - FINISHES**

095113	ACOUSTICAL PANEL CEILINGS (6 pages)
096723	RESINOUS FLOORING (Decorative Quartz) (4 pages)
099000	PAINTING (9 pages)

#### **DIVISION 10 - SPECIALTIES**

102801TOILET AND BATH ACCESSORIES (3 pages)104400FIRE EXTINGUISHERS AND CABINETS (3 pages)105000METAL LOCKERS (3 pages)107313AWNINGS (6 pages)

## **DIVISION 11 - EQUIPMENT**

NOT USED

## **DIVISION 12 - FURNISHINGS**

NOT USED

#### **DIVISION 13 – SPECIAL CONSTRUCTION**

133419 METAL BUILDING SYSTEMS (22 pages)

## **DIVISION 14 - CONVEYING EQUIPMENT**

NOT USED

#### **DIVISION 21 - FIRE SUPPRESSION**

211300 FIRE SUPPRESSION SPRINKLER SYSTEMS (9 pages)

213113 ELECTRIC DRIVE, CENTRIFUGAL FIRE PUMPS (10 pages)

#### **DIVISION 22 - PLUMBING**

- 221116 DOMESTIC WATER PIPING (8 pages)
- 221316 SANITARY WASTE AND VENT PIPING (7 pages)
- 221319 SANITARY WASTE PIPING SPECIALTIES (8 pages)
- 221319.23 OIL INTERCEPTORS (5 pages)
- 221413 STORM DRAINAGE PIPING (7 pages)
- 221500 GENERAL-SERVICE COMPRESSED AIR EQUIPMENT (7 pages)
- 223400 FUEL-FIRED, DOMESTIC WATER HEATERS (4 pages)
- 224200 COMMERCIAL PLUMBING FIXTURES (13 pages)
- 224700 DRINKING FOUNTAINS AND WATER COOLERS (4 pages)

## **DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING**

- 230500 COMMON WORK RESULTS FOR HVAC (13 pages)
- 230513 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT (2 pages)
- 230519 METERS AND GAGES FOR HVAC PIPING (4 pages)
- 230523 GENERAL-DUTY VALVES FOR HVAC PIPING (5 pages)
- 230529 HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT (8 pages)
- 230553 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT (2 pages)
- 230593 TESTING, ADJUSTING, AND BALANCING FOR HVAC (16 pages)
- 230700 HVAC INSULATION (18 pages)
- 230993 INSTRUMENTATION AND SEQUENCE OF OPERATIONS FOR HVAC CONTROLS (4 pages)
- 231313 WASTE OIL PIPING (4 pages)
- 232113 HYDRONIC PIPING (10 pages)
- 232123 HYDRONIC PUMPS (3 pages)
- 232300 REFRIGERANT PIPING (7 pages)
- 233113 METAL DUCTS (10 pages)
- 233300 AIR DUCT ACCESSORIES (7 pages)

## MEAD & HUNT, Inc.

- 233400 FUME EXHAUST EQUIPMENT (5 pages)
- 233423 HVAC POWER VENTILATORS (5 pages)
- 233713 DIFFUSERS, REGISTERS, AND GRILLES (2 pages)
- 235216 CONDENSING BOILERS (5 pages)
- 235400 FURNACES (7 pages)
- 235523 GAS-FIRED RADIANT HEATERS (4 pages)
- 235533 FUEL-FIRED UNIT HEATERS (4 pages)
- 238239 UNIT HEATERS (4 pages)
- 238316 RADIANT-HEATING HYDRONIC PIPING (6 pages)

#### DIVISION 26 - ELECTRICAL

- 260500 BASIC ELECTRICAL MATERIALS AND METHODS (13 pages)
- 260513 CONDUCTORS AND CABLES (6 pages)
- 260526 GROUNDING AND BONDING (6 pages)
- 260529 HANGERS AND SUPPORTS (4 pages)
- 260533 RACEWAYS AND BOXES (5 pages)
- 260553 ELECTRICAL IDENTIFICATION (4 pages)
- 260923 LIGHTING CONTROL DEVICES (4 pages)
- 262200 DRY-TYPE TRANSFORMERS (600V AND LESS) (4 pages)
- 262400 PANELBOARDS (7 pages)
- 262726 WIRING DEVICES (3 pages)
- 262816 ENCLOSED SWITCHES AND CIRCUIT BREAKERS (4 pages)
- 263213.13 PACKAGED DIESEL ENGINE GENERATORS (15 pages)
- 263353 STATIC UNINTERRUPTIBLE POWER SUPPLY (16 pages)
- 263600 TRANSFER SWITCHES (5 pages)
- 265100 INTERIOR LIGHTING (8 pages)
- 265600 EXTERIOR LIGHTING (9 pages)

#### **DIVISION 27 - COMMUNICATIONS**

NOT USED

## **DIVISION 28 - ELECTRONIC SAFETY AND SECURITY**

- 281300 SECURITY ACCESS SYSTEM (3 pages)
- 281500 VOICE AND DATA SYSTEMS (9 pages)
- 282000 PUBLIC ADDRESS SYSTEM (8 pages)
- 283100 FIRE ALARM (12 pages)

#### **DIVISION 31 – EARTHWORK**

312100 EARTH MOVING FOR BUILDINGS AND STRUCTURES (9 pages) 313419 COMPACTED AGGREGATE PIERS (9 pages)

#### DIVISION 32 - EXTERIOR IMPROVEMENTS NOT USED

#### DIVISION 41 - MATERIAL PROCESSING AND HANDLING EQUIPMENT NOT USED

#### END OF EXHIBIT B

## EXHIBIT C DRAWINGS

The following drawings, dated May 14, 2012, and any associated additions, deletions or revisions made by Addenda:

#### GENERAL

- G-001 COVER SHEET
- G-101 CONSTRUCTION OPERATIONS PLAN
- G-102 FIRE PROTECTION / LIFE SAFETY CODE ANALYSIS

## STRUCTURAL

- S-001 STRUCTURAL NOTES
- S-002 STRUCTURAL NOTES
- S-101 FOUNDATION PLAN
- S-111 FLATWORK PLAN
- S-121 STRUCTURAL WALL PLANS & DETAILS
- S-141 STRUCTURAL FRAMING PLAN
- S-501 FOUNDATION DETAILS
- S-502 FOUNDATION DETAILS
- S-511 FLATWORK DETAILS
- S-521 PRECAST AND MASONRY DETAILS
- S-522 STRUCTURAL SCHEDULES AND DETAILS

#### ARCHITECTURAL

- A-101 FIRST FLOOR PLAN
- A-102 MEZZANINE FLOOR PLANS
- A-103 ROOF PLAN
- A-201 EXTERIOR ELEVATIONS
- A-301 BUILDING SECTIONS
- A-311 WALL SECTIONS
- A-401 ENLARGED INTERIOR PLANS AND ELEVATIONS
- A-402 ENLARGED STAIR PLANS, SECTIONS AND DETAILS
- A-501 DOOR & WINDOW DETAILS
- A-502 DETAILS
- A-601 ARCHITECTURAL SCHEDULES
- A-721 REFLECTED CEILING PLANS

## **FIRE PROTECTION**

- FP-001 SYMBOLS AND LEGENDS
- FP-101 FIRST FLOOR FIRE PROTECTION PLAN AND MEZZANINE FIRE PROTECTION PLAN
- FP-201 FIRE PROTECTION TYPICAL DETAILS

#### PLUMBING

- P-001 PLUMBING SYMBOLS AND LEGEND
- P-101 PLUMBING PLAN
- P-102 PLUMBING DETAILS
- P-103 HOT WATER HEATER DIAGRAM
- P-201 FIRST FLOOR SANITARY & VENT PLAN
- P-202 TANK DETAILS
- P-301 COMPRESSED AIR, GAS PIPE, AND WASTE OIL PIPING PLAN
- P-600 ENLARGED FLOOR PLANS

#### **MECHANICAL**

- M-001 MECHANICAL NOTES & SYMBOLS
- M-101 FLOOR PLAN HVAC
- M-102 MEZZANINE MECHANICAL

#### MEAD & HUNT, Inc.

- M-501 HVAC DETAILS
- M-601 MECHANICAL SCHEDULES
- M-602 MECHANICAL SCHEDULES

## **ELECTRICAL**

- E-001 ELECTRICAL LEGEND AND SYMBOLS
- E-101 FIRST FLOOR PLAN POWER
- E-102 FIRST FLOOR LIGHTING PLAN
- E-103 COMMUNICATION AND LOW VOLTAGE
- E-104 ONE LINE DIAGRAM
- E-105 PANEL SCHEDULES

**END OF EXHIBIT C** 

		Jackson Ca	ounty Airpor
		3606 Wildwood Avenue (517) 788-4225	Jackson, Michigan 49202 FAX (517) 788-4682
<b>•</b> TO:	Michael Overton, Admini		
FROM:	Michael Overton, Admini Kent Maurer, Airport Mai		
FROM: SUBJECT:	Kent Maurer, Airport Ma		lead and Hunt for
	Kent Maurer, Airport Mai COMMISSION AGENDA IT	nager AMauni	
	Kent Maurer, Airport Mai COMMISSION AGENDA IT	nager AMaurat with N	

Equipment Building Construction Administration in the amount of \$180,000.

# I. Background

A. The runway 7-25 project requires eventual demolition of the existing Snow Removal Equipment building located on Woodville Road. The existing SRE building happens to be situated on future runway 7-25's taxiway system. The Runway 7-25 project is necessary in order to construct 1000' safety areas at both ends of that runway. Current runway 6-24 cannot accommodate the 1000' safety areas because of the orientation of that runway. Airport Road and the railroad tracks create barriers at both ends of runway 6-24 making it necessary to construct a new runway (7-25).

## II. Current Situation

A. I anticipate that construction of the new SRE building will begin in August of 2012 with a construction time period of 250 days. This contract is one of four Commission action items necessary to construct the SRE building. The others are: the grant with MDOT-Aeronautics commonly referred to as a Sponsor Contract; a Commission Resolution that will support the Sponsor Contract; and, the construction contract with Garrison Company of Farmington Hills.

B. Mead and Hunt's contract is necessary for the project. Mead and Hunt is the building design firm and will monitor construction to ensure that the building specifications are adhered to.

## III. Analysis

A. Strategic: This work is required for continued progress in the Runway 7-25 Safety Project, a project that has been given high strategic priority by the Board of Commissioners. The Runway 7-25 alternative was first approved in 2001.

B. Financial: The total contract amendment with Commonwealth Associates is \$180,000. The contract will be paid from a forthcoming MDOT-Aeronautics grant that will include funding for the building construction.

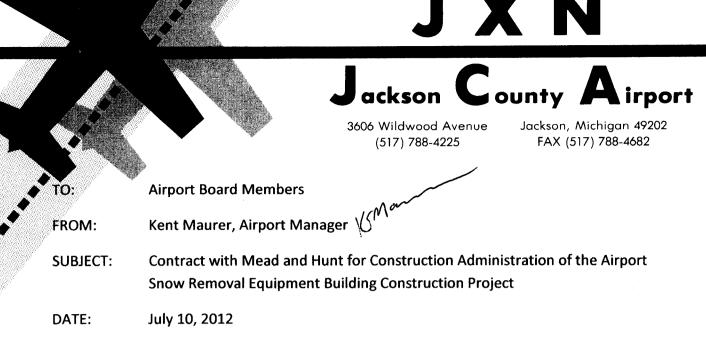
C. Customer: Users of Jackson County-Reynolds Field and the citizens of Jackson County.

D. Timing: I will request that this item be considered, along with the construction contract and MDOT Aeronautics grant at regular meeting of the Board of Commissioners via the normal Board Committee process. The Jackson County Airport Board approved forwarding this contract to the Board of Commissioners at their July 18, 2012 meeting.

## IV. Recommendation

I recommend approval of this request.

Attachments: Contract with Mead and Hunt



Motion Requested: Approve forwarding this contract to the Board of Commissioners.

## I. Background

A. The runway 7-25 project requires eventual demolition of the existing Snow Removal Equipment building located on Woodville Road. The existing SRE building happens to be situated on future runway 7-25's taxiway system. The Runway 7-25 project is necessary in order to construct 1000' safety areas at both ends of that runway. Current runway 6-24 cannot accommodate the 1000' safety areas because of the orientation of that runway. Airport Road and the railroad tracks create barriers at both ends of runway 6-24 making it necessary to construct a new runway (7-25).

## II. Current Situation

A. I anticipate that construction of the new SRE building will begin in August of 2012 with a construction time period of 250 days. It is necessary to expedite the associated construction contract, construction administration contract (this one) along with the Sponsor Contract from MDOT-Aeronautics which is forthcoming. If not expedited, the builder will not be able to have the building enclosed prior to winter weather.

B. Mead and Hunt's contract is necessary for the project. Mead and Hunt is the building design firm and will monitor construction to ensure that the building specifications are adhered to.

## III. Analysis

A. Strategic: This work is required for continued progress in the Runway 7-25 Safety Project, a project that has been given high strategic priority by the Board of Commissioners. The Runway 7-25 alternative was first approved in 2001.

B. Financial: The total contract amendment with Commonwealth Associates is \$180,000. The contract will be paid from a forthcoming MDOT-Aeronautics grant that will include funding for the building construction.

C. Customer: Users of Jackson County-Reynolds Field and the citizens of Jackson County.

D. Timing: I will request that this item be considered, along with the construction contract and MDOT Aeronautics grant at the August 10, 2012 Board of Commissioners work study session.

IV. Recommendation

I recommend approval of this request.

Attachments: Contract with Mead and Hunt



June 29, 2012

Mr. Kent Maurer Jackson County Reynolds Field 3606 Wildwood Road Jackson, MI 49202

Jackson County Reynolds Field Subject: Jackson, Michigan Construction Administration for SRE Building

Dear Mr. Maurer:

Enclosed are three copies of a contract for the above-mentioned project. We are sending a copy of this agreement to the MDOT Office of Aeronautics (AERO) for their review.

Once you have received approval from AERO, please sign all three copies, retain one copy for your files and return two executed copies to this office. A fully executed copy will be forwarded to AERO.

If you have any questions, please call me.

Sincerely,

MEAD & HUNT, Inc.

1 in

Kevin Kunde **Project Manager** 

Amanda Hopper, AERO CC:

Amendment #2

## Between

# MEAD & HUNT, INC.

## and

# **JACKSON COUNTY**

# Construction Administration for

# **SRE Building Construction**

# At the Jackson County Airport - Reynolds Field Jackson, Michigan

## Mead & Hunt Project No.: 1011700-110001.03

Original Agreement Dated: March 16, 2011 Original Description: Design Snow Removal Equipment Facility and Site Improvements

## **Purpose of Amendment**

The purpose of this amendment is to establish a scope of services and fee for the construction administration services associated with the Snow Removal Equipment Facility Building.

## Scope of Services

## 1. Project Understanding

Jackson County Airport is constructing a new heated Snow Removal Equipment (SRE) Facility consisting of the following primary elements as depicted in the bid documents issued in May 2012:

- A heated single story high bay pre-engineered metal vehicle storage and maintenance structure approximately 12,600 square feet, with space for the following:
  - Storage of vehicles and equipment
  - Maintenance bay for vehicles/equipment
  - o Vehicle lift
  - o Overhead hoist provisions
  - o Exhaust hoses/reels
  - o Used oil storage
  - o Interior storage of bulk sand
  - o Storage of vehicle parts and accessories
  - Welding shop
  - o Mechanics office
  - Related support equipment
  - Staff support space
- Access drives, parking and sidewalks to serve the new buildings and accommodate anticipated future additions and improvements

The building will be located on the vacant airport property immediately south of the existing SRE Facility. A 40 week maximum construction period is anticipated.

## 2. Work Included in this proposal:

## CA1. Internal project management and coordination

- Set up and monitor project files, accounting and invoicing
- Perform internal correspondence/documentation/coordination
- Develop and coordinate task plan for CA services work
- Perform internal team coordination
- Perform internal quality control
- Coordinate project phase close out
- Coordinate subconsultants

Created 2/26/2008 3:01 PM

1

## CA2. External meetings & coordination

- Attend preconstruction conference with Contractor at site
  - o 1 thus 1-day trip, attended by Project Manager and Project Architect/Engineer
- Make periodic site trips to observe work and attend progress meetings
  - Maximum 7 thus 1-day trips by Project Architect/Engineer, accompanied:
    - 2 times maximum by Structural Engineer
    - 2 times maximum by the Plumbing/Fire Protection Engineer
    - 2 times maximum by Mechanical/HVAC Engineer
    - 2 times maximum by Electrical Engineer
- Make final site trips to identify and confirm completion of punch-list items
  - o 2 thus 1-day trips by Project Architect/Engineer, accompanied:
    - 1 time by Plumbing/Fire Protection Engineer
    - 1 time by Mechanical Engineer
    - 1 time by Electrical Engineer
  - Prepare and distribute punch-lists
- Establish dates of Substantial Completion and Final Completion
- Communication/coordination with Owner
- Communication/coordination with local agencies
- Communication/coordination with local utilities
- Communication/coordination with General Contractor
  - Process RFI's (review & respond) (20 max)
  - o Issue clarifications/interpretations to contract documents
  - Participate in periodic teleconferences (up to 10)

## CA3. Contractor submittal and shop drawing processing

- Review Contractor's submittal schedule
- Review submittals, samples and shop drawings required by CD's
- Distribute reviewed submittals per project protocols
- Maintain log of submittals

## CA4. Pay Application review

- Review Pay Applications:
  - o Review Schedule of Values
  - Review up to10 partial pay applications w/r to completed construction
  - o Forward recommendations to Owner
  - o Maintain log of contract payment status

Created 2/26/2008 3:01 PM

2

## CA5. Coordinate changes in work

- Issue requests for proposals (RFP) for potential changes in work
- Review change proposals and make recommendations to Owner
- Prepare Construction Change Directives (CCD) to establish final approved scope of changes
- Prepare Change Orders (CO) to incorporate changes into the contract
- Maintain log of RFP's, Change Proposals, CCD's and CO's

## CA6. Record documents

- Update drawing CAD-files to reflect:
  - o Addenda
  - Approved changes in work
  - o Information recorded by contractor in field
- Provide pdf files and 1 set of full-size hard-copies of final drawings
- Review and forward Operating and Maintenance Manuals provided by contractor
- Final Report
  - o Project information and project numbers
  - o Contact information for Owner, A/E, MDOT representative, GC and subs
  - o Project summary and description
  - o Photos
  - Notice to Proceed
  - Pre-con and construction meeting minutes
  - o Shop drawings and submittals
  - Inspection reports
  - o Summary of contract changes and modifications
  - Use of allowances
  - o Final accounting of contract changes
  - Final Inspection punch lists
  - o Sponsor certification

## CA7. Additional Services

• Retain an independent testing and inspection company to provide field material testing services and 'special inspections' required by Building Code.

## CA8. Other Services

- Review the General Contractor's data submittals for the following federal requirements:
  - Certified Payrolls (Davis Bacon) Review Contractor's certified payrolls as submitted monthly with pay applications - (Monthly reviews)

Created 2/26/2008 3:01 PM

3

- o Buy American Review Contractor's submitted compliance data (1 review)
- o DBE participation Review Contractor's submitted participation level (1 review)

## 3. Expenses Included in this proposal:

- Travel, meals and lodging costs for stated 1-day trips
- Document Reproduction for stated tasks
- Postage for stated tasks

## 4. Work NOT Included in this proposal, unless incorporated by amendment or separate contract:

- Work under other or previous contracts
- Resident or local engineering oversight
- Meetings or site visits or overnight stays beyond those specifically noted
- Preparation, reproduction or distribution of a 'Construction' set of project documents
- Revisions to designs or documents due to changes in Owner directives
- Agency coordination or submittals (other than those specifically noted as included)
- Securing approvals of local neighborhood groups or other local agencies other that those noted (none anticipated)
- 3D animations
- Soil investigations for building foundation design
- Legal, property or easements surveys or recording
- Delineation or establishment of new easements
- Selection/specification/purchase of storage systems, furniture or other furnishings (by owner)
- Preparation of documents required for fire protection submittals to governing agencies (To be done by licensed fire protection contractor)
- Public meetings, hearings or presentations
- Preparation of Construction Contract and related bonds and insurance
- Independent Construction Testing or Code special inspections/testing other than those specifically noted as Additional Services
- Construction surveying, layout or staking (by contractor)
- Review or evaluation of unsolicited material substitution proposals
- Review or evaluation of unsolicited product or material submittals
- Written progress reports for MIDOT or other agencies
- Interviews of Contractor personnel for wage rate compliance
- Warranty Inspection
- Marketing, open-house, informational or promotional materials.
- Toning or other underground utility location services

Created 2/26/2008 3:01 PM

4

- Fees required by reviewing agencies unless specifically noted
- Design of facility signs
- Development of details to be provided by responsible qualified parties under the construction contract (e.g. fire suppression systems, etc.)
- LEED certification

## 5. Owner Responsibilities:

- Provide consultant full access to site and existing information
- Provide meeting room and attend periodic meetings on site
- Provide timely input, review comments and decisions to direct consultant's work as appropriate to proceed with subsequent work.
- Secure qualified independent field testing and inspection services for construction monitoring and Code required inspections, unless specifically noted otherwise herein
- Secure property and easements related to proposed improvements, if necessary
- Secure any necessary agreements with other third parties
- Coordinate and process actual agreements and pay associated fees for establishing utility services to site
- Prepare and execute construction contracts
- Establish and hold an appropriate contingency for unforeseen requirements during construction

## Compensation

The CONSULTANT shall be compensated a lump sum amount for the services identified in the scope of services. The amount of compensation for the construction administration shall be one hundred eighty thousand and 00/100 dollars (\$180,000.00). A detailed breakdown of these costs is included in Attachment A. The CONSULTANT shall bill the SPONSOR in accordance with the terms and condition of the original agreement.

5

All other terms and conditions of the original base agreement shall remain in full force and effect.

This amendment and its conditions along with the conditions and requirements of the original agreement are hereby accepted by both parties as witnessed by these signatures:

WITNESS:

## JACKSON COUNTY

Ву:	
Title:	

Date:

WITNESS:

Jeanne Rohl

MEAD & HUNT, INC.

Don Way By:

Title: Vice President

Date: £/2/1/2

Created 2/26/2008 3:01 PM

6

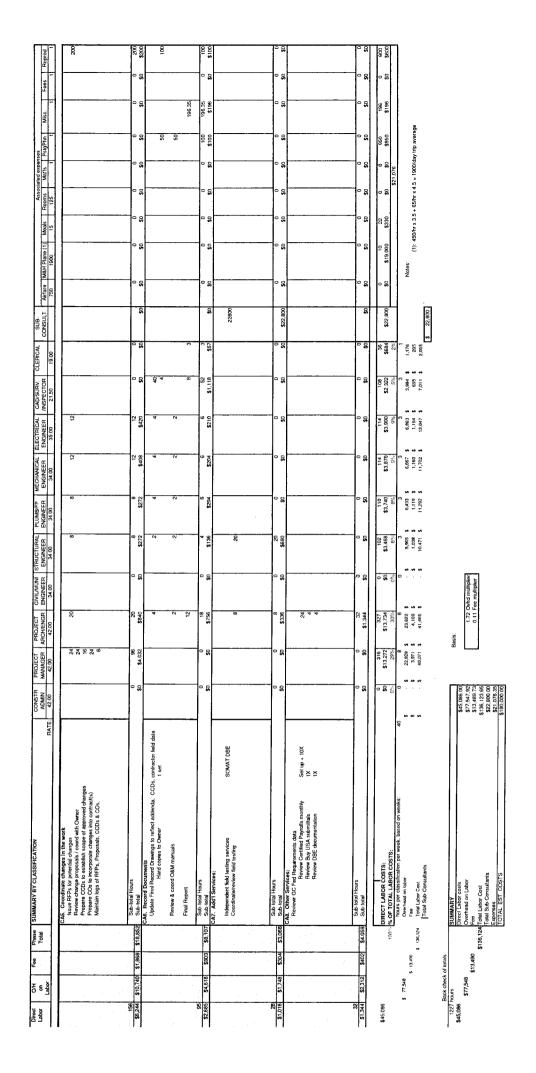
Mead & Hunt

······

ATTACHMENT A Construction Administration Services for SRE Building Construction

Jackson County Airport - Reynolds Field Jackson, Ml SRE facility

iption:	= t																	
Labor on Tee Triase Labor on Tee Total	ABI SUMMAHT BY CLASSIFICATION	CONSTR ADMIN RATE: 42.00	H PROJECT MANAGER 42.00	PROJECT ARCH/ENGR 42.00	CIVIL/MUNI STR ENGINEER EN 34.00	STRUCTURAL PLU ENGINEER ENG 34.00 34	PLUMB/FP MECHANICAL ENGINEER ENGINEER 34.00 34.00	VNICAL ELECTRIC VEER ENGINEE 00 35.00	RICAL CAD/SURV EER ANSPECTO 0 21.50	RV. CLERICAL TOR 19.00	L SUB- CONSULT.	Airtare 750	M&H Plane (1)	Meals Root	Associaled expenses Rooms Mai1s PsigPhn 175	penses PstgPhn	Misc. F	Fees Reprod
	CA1. INTERNAL PROJECT MGMT & COORD																	
	CA Project life setup Set up & monitor project cost accounting and invoicing (monthily)	tyi	16								2							
	internal correspondence/documentation/coordination Develop and coordinate task plan and updates		8. ð															
			• 0	N		2	5	2	2	.0	,							
Ę	coordinate troject traise closeout Coordinate subconsultants		8 8					-	-	~	~							
85'01\$ 690'1\$ 652'9\$ 869'0\$	~		0 70 \$2.940	3 \$126	0 05	3 \$102	3 \$102	3 \$102	3 \$105	4 \$86 \$7	4 \$76 \$1	0 0	- 5	° 5	- <b>;</b>		• 5	÷ ډ
	CA2. EXTERNAL MEETINGS & COORDINATION	1 a t - a - a - a - a - a - a - a - a - a							-									<b>"</b>
-		Travel (3 hours/frip) On site (5 hours/frip)	е ю -										-	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~				
	Periodic site visits/m/gs at site: (7) 1 day trips. M&H pl. Tr	Prep. agenda/minutes Travel (3 hours/hip)	8			- œ	9	9			-							
		On site (5 hours/trip) Field remorts		4		5	10,0	12	, <del>1</del> ,					15				
	Final sile visits/punchlist insp.: (2) 1 day trips, M&H pl. Tr. (2PE+1P/FP+1ME+1EE) piu	Travel (3 hours/trip) On site (8 hours/trip) Punchicete		ιοği		2	100	100	t m m		Ð		N	- a				
	Warranty Inspection	NOT INCLUDED					5	m	0		4							
												-						
	Establish substantial and final completion Co	Coordinate and issue	8												•			
								-				-						
	Coordination/comm with Owner	4D weeks	40								ŵ	4				00		
	Coordination/comm with local agencies	4D weeks	80													100		
	Coordination/comm with local utilities 40	40 weeks	8															
	Communication/coord with GC Process RFI's	40 woeks	8			<u> </u>	ę									100		
	Issue clarifications/interpretations Teleconferences		88	89		2 0	9	9	16	40								
	Ccordination/comm. with MIDOT	40 weeks	10													100		
	Sub-total Hours		0 150				BR FR						ļ				-	
\$23,173 \$39,858 \$6,933 \$69,964	, i		\$0 \$6,300	\$7.182	8	\$1,428	\$2,312	\$2,312 \$2	380	\$850 \$399	80	20 °	\$19,000	77 77	20 °	50 \$400	- 0 <b>5</b>	005 05
	U.A. Summer strates not writings processing proving Contractor's Submittial activities/ Review submittials, summers and stop activities, required by CDs (og in and Distributive reviewed stabilities)	ŝ		1 09		24	24	54 T		Ŭ.	8							
					•	2												
36,397 \$11,003 \$1,914 \$19,314	.,314 Sub-total CA4 Pav Annitration taulour		50 50	\$2.562	8	\$850	\$850	<b>\$</b> 850	\$875 \$	\$258 \$152	50	0 <b>2</b>	, 0 <b>\$</b>	\$0	\$0 \$	\$0 \$400	\$0, \$0	, <b>6</b>
	eduke ol vakues rocess partial pay fequests yments status log	t0 thus		<u>0</u> 60														
	Ch had been																	
\$1.011 \$176 \$1.775	Sub-total Hours 775 Sub-total		0 <b>\$</b> 0	14 \$588	0	0.05	0 2	° 8	0 QS	° \$	0\$. 0	° 6	0 \$0	° 05	° 05	0 50 \$0 \$50	0 <b>0</b>	° 0



TO:Michael Overton, Administrator/ControllerFROM:Kent Maurer, Airport ManagerSUBJECT:Contract Amendment with Commonwealth Associates for Structure DemolitionDATE:July 18, 2012

ackson

3606 Wildwood Avenue

(517) 788-4225

X

County

irport

Jackson, Michigan 49202

FAX (517) 788-4682

Motion Requested: Approve contract amendment with Commonwealth Associates for demolition services for structures located on five airport-owned parcels in the amount of \$68,108.

## I. Background

A. The runway 7-25 project required the purchase of several parcels of property, some of which have structures that now require demolition. Specifically, there are four parcels with house structures on Woodville Road and one parcel on Michigan Avenue that has two house structures plus two out buildings.
B. Commonwealth Associates, in the past, was contracted by the County for managing the demolition of other runway project related structures.
Commonwealth provides environmental assessment and remediation plans, solicitation of contractor bids, coordination of the demolition and managing the utility removals.

## II. Current Situation

A. It is now time to demolish the structures on airport-owned parcels on Woodville Road and Michigan Avenue. Commonwealth Associates has solicited bids from local contractors for the actual demolition and the low bid was received from Bailey Excavation. Bailey is the contractor that demolished the other similar structures.

B. The demolition, if approved, will occur this fall. The Jackson County Airport Board approved forwarding this matter to the Board of Commissioners at their July 18, 2012 meeting. III. Analysis

A. Strategic: This work is required for continued progress in the Runway 7-25 Safety
 Project, a project that has been given high strategic priority by the Board of Commissioners.
 The structures must be demolished for continued progress toward construction of Runway
 7-25.

B. Financial: The total contract amendment with Commonwealth Associates is \$68,108 and that includes the cost of demolition. The contract will be paid from an existing MDOT-Aeronautics grant for which the County has already paid its match.

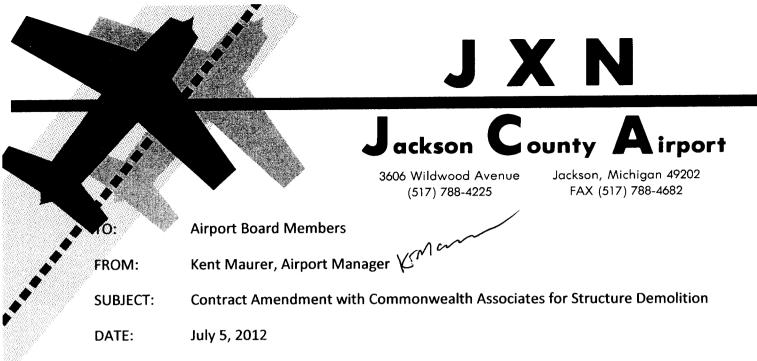
C. Customer: Users of Jackson County-Reynolds Field and the citizens of Jackson County.

D. Timing: August approval by the Board of Commissioners will meet the project timing goals.

IV. Recommendation

I recommend approval of this request.

Attachments:Memorandum to the Airport BoardContract Amendment with Commonwealth Associates.Bid quotes from various demolition contractors.MDOT-Aeronautics approval documentation



Motion Requested: Approve forwarding this contract amendment to the Board of Commissioners.

## I. Background

A. The runway 7-25 project required the purchase of several parcels of property, some of which have structures that now require demolition. Specifically, there are four parcels with house structures on Woodville Road and one parcel on Michigan Avenue that has two house structures plus two out buildings.
B. Commonwealth Associates, in the past, was contracted by the County for managing the demolition of other runway project related structures.
Commonwealth provides environmental assessment and remediation plans, solicitation of contractor bids, coordination of the demolition and managing the utility removals.

## II. Current Situation

A. It is now time to demolish the structures on airport-owned parcels on Woodville Road and Michigan Avenue. Commonwealth Associates has solicited bids from local contractors for the actual demolition and the low bid was received from Bailey Excavation. Bailey is the contractor that demolished the other similar structures.

B. The demolition, if approved, will occur this fall.

## III. Analysis

A. Strategic: This work is required for continued progress in the Runway 7-25 Safety Project, a project that has been given high strategic priority by the Board of Commissioners.

B. Financial: The total contract amendment with Commonwealth Associates is \$68,108 and that includes the cost of demolition. The contract will be paid from an existing MDOT-Aeronautics grant for which the County has already paid its match.

C. Customer: Users of Jackson County-Reynolds Field and the citizens of Jackson County.

D. Timing: August approval will meet the project timing goals.

IV. Recommendation

I recommend approval of this request.

Attachments: Contract Amendment with Commonwealth Associates.

Bid quotes from various demolition contractors.

MDOT-Aeronautics approval documentation

## MICHIGAN DEPARTMENT OF TRANSPORTATION AIRPORTS DIVISION APPROVAL OF PROFESSIONAL SERVICES LAND ACQUISITION

Base Amendment	State Airport	D Airpor	t Name	Airport Location (city)				
	38001	Jacks	son County-Rey	nolds Field	Jackso	n		
Project Number	Item N	umber	Job Numb	er	Parcels			
B-26-0051-2710	AK24	21	110549	19 Demolition par		n parcels	86, 90, 9	91, 92, 93
Prime Consultant	J	Sub Consultar		<u> </u>	PSA Base A	pproval D	ate PS	SA Base Amount
Commonwealth Assoc	ciates	Bailey (demo	olition)		5/3/2007		\$6	5,010.00
Amendment No. An	nendment Approv	al Date Ame	ndment Amount	Total Ag	greement to D	ate	Sponsor C	ontract No.
3 7/2	2/2012	\$68,	108.00	\$116,2	89.00		10-0270	
Comments								
Prime Consultant Cost	Prime Consultant Cost Sub Consultant Cost					То	tal Consult	ant Costs This Approval
\$21,608.00	\$46,500.00						8,108.00	
Consultant Cost D	etail	······································		]				
Phase 1 ESA Cost	Phase 2 ESA C	ost Exhib	it "A" Plan Cost	an Cost Exhibit "X" Cost Prop		Property	erty Survey Cost Preliminary Interview	
\$0.00	\$0.00	\$0.00	)	\$0.00 \$0.0		\$0.00		\$0.00
Appraisal Cost	Appraisal Revie	ws Negot	iations	Title / Closings Relocation		Asbestos/Demolition Cost		
\$0.00	\$0.00	\$0.00	)	\$0.00			\$46,500.00	
Coordination Costs	Other Costs	Other	Cost Detail					·····
\$21,608.00	\$0.00							
Total Direct Labor Cost	s Overhe	ad	Profit	Expen	ses	<u> </u>	Tota	al Cost This Approval
\$7,634.00	\$11,83	3.00	\$2,141.00	\$46,50	00.00		\$68	3,108.00
Description of Work								·····
Description of Work Demolition contract ar (Bailey) for 5 residenti				ies parcels 8	36, 90, 91, 9	92, 93. C	emolitior	n construction costs

A technical analysis of the scope and contract costs has been made for the referenced agreement. We certify that the agreement conforms with the federal procurement standards and contains the required federal provisions specified in FAA Order 5100-14D, dated 9/30/05. The agreement is acceptable and the cost is reasonable for the services to be provided because it is within a range acceptable to the Airports Division (AERO) determined by means of cost analysis or in conjunction with the bid process.

This agreement is recommended to be approved for federal and/or state participation, subject to the following comments:

1. This form represents AERO approval of consultant costs associated with land acquisition for the work described on the first page of this agreement.

2. All mandatory clauses as required by the FAA for Procurement and Contracting under the Airport Improvement Program are included in the contract.

3. Title insurance policy costs are not reimburseable to the Airport Sponsor by either state or federal funds.

4. The Consultant must obtain approval from the Airport Sponsor and AERO prior to subcontracting any work required herein. Qualifications and experience documents are to be submitted on all subcontractors if not on the MDOT/FAA pre-approved lists. THE CONSULTANT MUST SUBMIT COPIES OF ALL SUBCONTRACTS TO AERO.

5. Additional costs incurred are subject to FAA/AERO review and FAA approval of "Reasonableness of Cost and Necessity of Cost" and limited in participation to convenants as set forth in the grant agreement and/or grant amendments.

The referenced agreement is recommended for federal participation and is approved for state channeling of federal grant money subject to an executed sponsor contract and receipt of commitment of federal funds. SPECIAL NOTE: All contracts, amendments, and sponsor certifications must be fully executed and on file with AERO PRIOR TO any payments, reimbursements, or credits made by the State of Michigan. \*\* For contracts that include appraisal work, Before and After Appraisals are required unless prior approval is given by AERO. Appraisals that rely on a percentage or formula adjustment to reach a valuation conclusion are not allowed unless supported by market sales data.

Approved By:

Chip Kraus 2012.07.02 11:42:57 -04'00'

## Jackson County Airport Jackson, Michigan AMENDMENT NO. 3

This is the Amendment No. 3 to the Contract between Jackson County Airport and Commonwealth Associates, Inc. dated April 14, 2007 for land acquisition for the Jackson County Airport.

#### **REASON FOR AMENDMENT:**

Houses which were acquired on Woodville Road and Michigan Ave are now vacant and require demolition.

#### **SCOPE OF AMENDMENT:**

See attached scope of services titled as "CAI Proposal P-10-166"

#### **COMPENSATION AND PAYMENT:**

\$68,108.00 (see "Proposed Consultant Budget" attached.) Payments to be made as follows:

- 1. \$16,842.00, upon completion of demolition parcel 86.
- 2. <u>\$12,842.00</u>, upon completion of demolition parcel 90.
- 3. \$11,415.00, upon completion of demolition parcel 91.
- 4. <u>\$11,415.00</u>, upon completion of demolition parcel 92.
- 5. \$11,415.00, upon completion of demolition parcel 93.
- 6. \$ 4,179.00, upon completion of any other three tasks.

## <u>\$ 68,108.00</u> TOTAL

## **EXECUTION OF AMENDMENT:**

This Amendment shall be binding on both parties and of full force and effect upon signing by the Consultant and the duly authorized official of Jackson County.

#### JACKSON COUNTY ACCEPTANCE

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

(Title) Witness:

Date

COMMONWEALTH ASSOCIATES, INC. Bv:

Dennis F. DeCosta, P.E., President

Witness:

Commonwealth Associates, Inc. P.O. Box 1124 Jackson, M1 49204-1124

County of JACKSON

6-28-12

Date

## Scope of Work Jackson County Airport Demolition Services Woodville and Tylutki - 5 Parcels CAI Proposal No.: P-12-116, June 28, 2012

## Land Acquisition Staff

- > Tim Davis, SR/WA
- Desmond Kirkland, SR/WA
- Jeannine Myers
- Sallie Martin
   Other staff as deemed appropriate

## Sub-Consultants

Bailey Excavating, Inc – Demolition

## Assumptions and Conditions of Estimate

1. No additional environmental consultant work is required during or following the demolitions.

- 2. Airport or county will sign documents related to utility disconnects as necessary.
- 3. Parcel 90, the 'Miner's House' will be released for demolition prior to December 1, 2012.

4. Restoration of the parcels, seeding, may not occur until spring 2013 but such will not impact the ability to invoice for the completion of the demolition.

## **Right-of-Way Services**

CAI's land services staff will:

- 1. Secure services of the subconsultant and oversee completion of services identified in the respective scope of work.
- 2. Monitor and manage the subconsultant in an effort to maintain the schedule.
- 3. Coordinate the disconnection of utility services to the house.

## **Right-of-Way Services Deliverables**

1. Demolition of parcels 86, 90, 91, 92, 93

## Schedule

Activities, excepting parcel 90, will commence upon receipt of executed contract amendment. Barring acts of nature or similar uncontrollable events all services [with possible exception of reseeding] will be completed within 90 days of release of parcel 90 for demolition.

## Cost

See attached "Proposed Consultant Budget"

This proposal is good for 90 days.

Project Manager Specialist III Specialist I Clerical COMMONWEATLH ASSOCIATES, INC. CAI PROPOSAL/PROJECT #: <u>P-12-116</u> DATE: <u>June 28, 2012</u>

CAI PROPOSAL/PROJECT #: <u>P-12-116</u> DATE: <u>June 28, 2012</u> <u>inty Airport</u> PROJECT DESCRIPTION: Demolition Woodville and Tylutki - 5 parcles AIRPORT: Jackson County Airport

			ALL DERV	SUNNAL HO	PERSONNEL HOURS AND COSTS	OSTS	A SAN TANA ANA ANA ANA ANA ANA ANA ANA ANA	
	Seculou / Project Mondary	Acquisition / Relocation	Acquisition / Referention	Office	Town	Total Personnel Expense by	From From From From From From From From	Total Amount by Tark
1. Parcel 86	4	32			36	\$4.342	\$12.500	\$16.842
2. Parcel 90	4	32			36	\$4,342	\$8,500	\$12,842
3. Parcel 91	4	20			24	\$2,915	\$8,500	\$11,415
4. Parcel 92	4	20			24	\$2,915	\$8,500	\$11,415
5. Parcel 93	4	20			24	\$2,915	\$8,500	\$11,415
6. Contract management and meetings	24	8			32	\$4,178	\$0	\$4,178
Total Hours	44	132	0	0	176			
Hourly Rate	\$47.50	\$42.00	\$27.75	\$19.00				
Personnel Subtotal (Hrs. x Rate)	\$2,090	\$5,544	\$0	\$0				
Overhead (Personnel x 155%)	\$3,240	\$8,593	0\$	\$0				
Personnel & Overhead Subtotal	\$5,330	\$14,137	80	\$0				
Profit Markup (11%)	\$586	\$1,555	\$0	\$0				
TOTAL:	\$5,916	\$15,692	\$0	\$0	\$21,608	\$21,608	\$46,500	\$68,108
EXPENSES	TASKI	TASK2	TASK3	TASK4	TASK'	TOTAL		
Direct Expense	1. The Carlos Anna and	the second state			and the second	the state of the s		
						\$0		
Field Services (travel, mailings, etc)						\$0		
Sith Consultant Costs	「日本語語」を超いた語言では、				14 1. 14 14 18 18 18 18 19 19			
	\$12,500	\$8,	\$	\$8,500	\$8,500	\$46,500		
Demolition (Bailey)						\$0		
TOTAL:						\$0		
	\$12,500	\$8,500	\$8,500	\$8,500	\$8,500	\$46,500		
SUMMARY ORCOSIS								
Personnel Expenses			Invoiced as:	\$16,842	\$16,842 upon completion of Task	n of Task 1		
	\$			\$12,842	\$12,842 upon completion of Task 2	n of Task 2		
BUDGET TOTAL:	- 1			\$11,415	\$11,415 upon completion of Task 3	n of Task 3		

\$11,415 upon completion of Task 5 \$4,179 upon completion of any 3 Tasks \$68,108 Total

\$11,415 upon completion of Task 4

68,108

¢.



1073 TORO DRIVE — P.O. BOX 660 — JACKSON, MICHIGAN 49204 PHONE (517) 750-3030 — FAX (517) 750-1095

18-Jun-12

Commonwealth Associates, Inc. Attn: Desmond Kirkland Jackson, Michigan 49203

Re: Jackson County Airport-Reynolds Field Runway Project Demolition and Site Restoration-runway 7/25 Approaches

Bailey Excavating, Inc. is pleased to quote the following Lump Sum Price of:

Pcl#86- 4330/4334 Michigan Ave	\$12,500.00
Pcl#90- 4229 Woodville Rd.	\$8,500.00
Pcl#91- 4240 Woodville Rd.	\$8,500.00
Pcl#92- 4236 Woodville Rd.	\$8,500.00
Pcl#93- 4226Woodville Rd.	\$8,500.00
	\$46,500.00

٦

If you should have any questions or concerns about any of the above listed information please feel free to contact me at any time.

Respectfully. Bailey Expavating, Inc.

James/W. Bailey President

JWB/rlb

An Equal Opportunity Employer

Rovid DK 6/18/12

#### Proposal LESTER BROTHERS EXCAVATION, INC. 5405 E. Michigan

Jackson, Michigan 49201 Phone-517-764-7888 Fax-517-764-7808

Date 06/18/2012

Proposal Submitted to: Commonwealth Associates,Inc. P O Box 1124 Jackson, MI 49204 Phone 517-788-3000 Email dhkirkland@cai-engr.com

#### LESTER BROTHERS, INC. IS PLEASED TO QUOTE THE FOLLOWING:

#### Jackson County Airport, Reynolds Field Runway Project. Demolition aand Site Restoration- Runway 7/25 Approaches

All Demolition, foundation removal, abandonment of sewer and water, restoration done according to spec's as described in Bid Packet.

All Materials from demolition disposed of in legal manner.

Quotes include Hazardous Risk Assessment but no abatement of materials.

Upon review of risk assessment report and abatement is required. Lester Brothers will provide 3 quotes from licensed abatement contractors to abate material with 10% mark-up of low quote, and request a change order to cover this work.

All other items in Bid package as described.

Prices for the following Parcels.

Parcel # 86	5: \$	26,250.00
Parcel # 90	): \$	8,850.00
Parcel # 91	l: \$	6,850.00
Parcel # 92	2: \$	9,550.00
Parcel # 93	\$: \$	10,350.00

Notes: Without Hazardous Risk assessment testing a realistic abatement quote cannot be supplied.

Kodney Kowe Authorized Signature Sales / Estimator

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature

Date

JOHN R. TYLUTKI EXCAVATING INC. 2089 Hendershott Rd.			<b>PROPOSA</b>
Parma, MI 49269			PROPOSAL NO.
Phone - 517-531-3938			Photochemo: 57
Fax - 517-531-3637			SHEET NO.
(e11-517-817-8140	121 20	<i>i</i> l	DATE/ 152/2
	,		AT: 07010
NAME Common weather as	adates in		
ADDRESS DO BOK-1124 WC	ingles		<u></u>
GITY, STATE) Hackson Mi 49	3-04	DATE OF PLANS	
PHONE 40. 817-1604 F 7883	1003 j	ARCHITECT	
We hereby propose to furnish the materials and perform	the labor necessary	for the completion of	
Demo Collow	ng p	arces	
# Sot required	Pering	ity The	40
* abandon wells	<u>e pepe</u>	CARL T	Caller V
for an enter on	4330	P4334 VL,	mi ane.
K Jopsoil & All	alt M	ult Anto	Complet
- Use your acerca	entics a	Likeman CN	the Corler.
1-2/ - 4330 AU334 W	mission		
F-912 4229 Works-	UQ		
F-91 4240 Magdh I			
P-92 4236 Noodvi	ele	مىلىنىڭ يولىلىنىڭ ئىرىش بىرىسى قانلان بىرىمى بىن 1801 يىرى يومىكى ئىلى قانلار تەرىپى	
P-93 4226 Wooch	Ile —		<u> </u>
		······································	
		·····	· · ·
All material is guaranteed to be as specific specifications submitted for above work and During Mouse	ed, and the above d completed in a completed in a	substantial workmanlike ma	accordance with the drawings a nner for the sum of: $550$
with payments to be as follows	-0-	$\smile$	1
		A -?-	-
		4 John	Mutte
Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes.	Respectfully su		SIC TAIC
over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.		Per KI (	
	N	ote - This proposal may be withdraw	n by us if not accepted within
	ACCEPTANCE C	F PROPOSAL	
The above prices, specifications and conditions are sal	lisfactory and are he	eby accepted. You are authorized t	o do the work as specified. Payments w
		SIGNATURE	
DATE		SIGNATURE	
DATE			
adams 9450			



Site Preparation ~ Hauling ~ Demolition ~ Tree/Stump Removal ~ Asphalt/Concrete Removal Basements/Footings ~ Topsoil/ Gravel ~ Water/Sewer ~ Snow Removal ~ Ponds ~ Grading

### "No Jobs too Small"

Owners: Dan and Heather Dullock (517)750-4405 / (517)262-5321 1514 S.Sandstone Rd. Jackson Ml. 49201

Proposal submitted to:	Work Phone:	Home Phone:	Date:	
Commonwealth associates, inc	788-3000		Dulo.	6/18/2012
Street Address:		Job Location:		0,10,2012
2700 W. Argyle Rd.		Jackson county ai	rport	
City,State,Zip:	·	Job Description:		· · · · · · · · · · · · · · · · · · ·
Jackson, MI 49204		Attn: Desmond Kir	rkland	
We Hereby submit specifications	and estimates for			
Pcl#86 4330/4334 Michigan Ave. Pcl#90 4229 Woodville Rd. Dem Pcl#91 4240 Woodville Rd. Dem Pcl#92 4236 Woodville Rd. Dem Pcl#93 4226 Woodville Rd. Dem * Price includes seed and straw v * Price includes demo permit. * Neshap inspection included but * Price based on DGL type for for	o house and outbu o house complete. o house and garag o house and garga vith no topsoil grad no price in bid for	ilding complete. le complete. le complete. led to finish grade.	moval.	\$34,960.00 \$7,500.00 \$7,200.00 \$10,500.00 \$9,800.00
	sh material and labor - com scription and specification, f			\$69,960.00
Payments to be made as follow 50% down at start of jo	/5:		work comp	
All material is guaranteed to be as specified. All we workmanlike manner according to standard practic from above specification involving extra costs will orders, and will become extra charge over and ab- contingent upon strikes, accidents, or delays beyon fire, wind, tornado, theft, and other necessary insu	ork to be completed in a ses. Any alteration or deviati be executed only upon writte ove estimated. All agreemer nd our control. Owner to can ance. Late fees are as follo	on in its ry ws: Note: This proposal i	Authorized Signat	une:
1% compounded daily after ten days. Owner to su	pry as permits.	not accepted within t	hirty (30) days.	
Acceptance of Proposal The above prices. Specification, and co and are hereby accepted. You are author specified. Payments will be made as our	prized to do the work a	ry 15 Signature:	D	ate:



## **Jackson County Animal Shelter**

3370 Spring Arbor Rd • Jackson, Michigan 49203 Phone (517) 788-4464 • FAX (517) 780-4750



# Memo

To:	Human Services Committee
From:	Steve Hall, Environmental Health Director
Subject:	Animal Shelter Veterinarian Technician Contract
Date:	August 6, 2012

**Motion Requested:** Approve my recommendation to award the independent contractor contract for veterinarian technician services to Carla McNulty, LVT.

#### I. Background

A. Our current LVT's contract expired on June 30, 2012. We contract for veterinarian technician services for forty (40) hours per week. She chose to not renew her contract because her family is moving out of state.

B. The LVT assists the veterinarian in performing spay/neuter surgeries on adopted animals, consults with adopters regarding the medical treatment that animals received while in the shelter, provides me with supply order requests, contacts rescue groups, ensures that vaccines are given, walks the floor to identify animals with possible medical conditions, etc.

C. The Jackson County Animal Shelter issued a request for qualifications (RFQ) for interested veterinarian technicians on June 1, 2012.

D. Only one proposal was received by a veterinarian technician. This proposal was from Carla McNulty.

#### II. Current Situation

A. On August 1, 2012, I interviewed Carla McNulty.

B. In accordance with County policy, I discussed financial compensation with Ms. McNulty. We agreed upon an hourly rate of \$20.

#### III. Next Steps

A. As per policy, the Human Services Committee must approve the awarding of the contract to Carla McNulty.

B. Following committee approval, the Jackson County Health Department will execute an independent contractor contract with Carla McNulty.

#### **IV.** Recommendation

A. Approve the request to award the independent contractor contract for veterinarian technician services to Carla McNulty.

#### **INDEPENDENT CONTRACTOR AGREEMENT**

#### PARTIES: JACKSON COUNTY HEALTH DEPARTMENT, ANIMAL SHELTER SERVICES 1715 Lansing Avenue, Suite 221, Jackson, MI 49202 and

#### NAME OF CONTRACTOR:

Carla McNulty, LVT, 113 East Willow, Perry, MI 48872

#### THE PARTIES AGREE AS FOLLOWS:

- For the term commencing September 4, 2012 and ending September 30, 2014, the Contractor shall provide the following services to the Animal Shelter operations of the Jackson County Health Department (JCHD).
- 2. Contractor's responsibilities shall include:
  - a. Assist the veterinarian with spay/neuter surgeries on animals adopted from the animal shelter.
  - b. Preparing animals for surgery.
  - c. Walks the floor to help identify any medical issues.
  - d. Consulting with owners regarding medical treatment of animals.
  - e. Supervising shelter staff.
- 3. The Contractor will submit timely requests for payment on an independent contractor timesheet furnished by the JCHD, every two (2) weeks after work is commenced. The JCHD will pay the Contractor at the hourly rate of \$20.00 within thirty (30) days after receipt of each request for payment; provided, however, that the total amount paid under this Agreement shall not exceed \$42,000 per year.
- 4. The Contractor will be accountable to and under the direction of the Director of Environmental Health Services / Animal Shelter Director or another designated employee of the JCHD, for all activities and services performed under this Agreement.

- 5. The Contractor, as an independent contractor, agrees to indemnify, defend and hold harmless Jackson County and the JCHD from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Agreement, including any liability resulting from intentional or reckless acts or the acts of the employees or agents of Contractor. Contractor shall upon request provide proof of comprehensive general liability insurance and, if the use of an automobile is required, comprehensive automobile liability insurance in amounts and with companies satisfactory to JCHD. Contractor shall also maintain workers' compensation insurance as described by law if Contractor has any employees.
- 6. The parties agree that Contractor is an independent contractor and neither Contractor nor Contractor's employees, if any, are, or shall be deemed to be, employees of JCHD or Jackson County. In her capacity as an independent contractor, Contractor agrees to and represents that she has the right and does fully intend to perform services for third parties during the term of this Agreement and that she has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed. Contractor understands that as an independent contractor the JCHD will not withhold FICA taxes from Contractor's payments or make FICA payments on Contractor's behalf or make state or federal unemployment compensation contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments. Contractor shall pay taxes incurred while performing services under this Agreement, including all applicable income taxes and selfemployment social security taxes. Contractor also understands that as an independent contractor that neither Contractor nor Contractor's employees, if any, are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of JCHD or Jackson County and that JCHD will not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees, if any.
- 7. Termination of this Agreement may be made by sixty (60) days advance written notice by either party. The notice of termination, if exercised, shall be mailed to the address of the other party.

8. This is the entire Agreement between Contractor and JCHD. This Agreement may be modified only by a writing signed by both parties. This Agreement will be governed by the laws of the State of Michigan. This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on JCHD's behalf. Contractor may not assign or subcontract any rights or obligations under this Agreement without JCHD's prior written approval.

#### JACKSON COUNTY HEALTH DEPARTMENT

Michael R. Overton, Administrator/Controller

By:

Date: \_\_\_\_\_

By:

Contractor

Date:

To: Personnel & Finance Committee Date: July 31, 2012

From: Mindy Reilly Register of Deeds

Subject: New Position Request

**Motion Requested:** To approve the creation of a new AFSCME position titled Senior Clerk – Register of Deeds.

#### I. Background

- A. The Board of Commissioners has previously approved combining the offices of Register of Deeds and County Clerk upon my retirement at the end of 2012.
- B. The County Clerk will become the Clerk/Register and my current Chief Deputy, Mona Webb will continue in her role over the Register of Deeds functions.
- C. Over the past several years the Register of Deeds office has lost positions through the budget process, including the position of Assistant Chief Deputy Register of Deeds.

#### II. Current Situation

- A. With the elimination of the Assistant Chief Deputy position, many of the positions non-supervisory functions defaulted to the Chief Deputy and there currently is no position to back up those non-supervisory functions.
- B. The non-supervisory functions are those that typically fall under the functions of AFSCME positions.
- C. The office is in need of a designated AFSCME position to perform these functions on a regular basis, while also performing the functions of the Imaging/Data Processing Clerk as needed. Hence the creation of a Senior Clerk – Register of Deeds.
- D. With the creation of this new position, the Chief Deputy will then be afforded the necessary time to resume more traditional non-union responsibilities and would serve as a backup to the Senior Clerk position as needed.

#### III. Analysis

- A. Strategic: This recommendation is consistent with the reorganization presentation given to commissioners in 2011. This addresses the immediate needs of the Register of Deeds functions to accommodate the combining of offices. It also supports the Improved Work Environment strategic goal, whereby staffing is utilized in a more effective, efficient and financially responsible manner, and affords the leadership in the department to focus on managerial tasks.
- B. Financial: The financial impact on the department will be minimal, approximately \$4850.00 annually. The elimination of the wages for the Register of Deeds will cover this nominal increase.
- C. Timing: In order to afford a smooth transition with the merging of the Register of Deeds and County Clerk's office, it is important to make this change now in order for training to take place before the beginning of the new year.

#### IV. Recommendation

To approve the creation of a new AFSCME position titled Senior Clerk – Register of Deeds.

## Jackson County Department on Aging August 2012 Budget Adjustment Summary

	Révenue Change	Expense Change	Net Org Këy Changë	
101670 Home Care 101671 Senior Centers		-14,060 -246	-246	
101672 Case Coord., MMAP, Chore, Adm. 101673 Meals on Wheels 101674 Congregate Meals 101678 Geriatric Mental Health	-23,300	4,076 -6,254 -7,043 227	4,076 17,046 -7,043 227	
	-23,300	-23.300	0 Ze	ero het change to department

#### Summary:

Wage Adjusted for change in Account Clerk splits between Org Keys Retirement Adjusted in 101670 Increase 101671 Senior Activity HDM Waiver adjustment related to Reg 2 AAA funding changes

M. Wandell

DEPT. ÁC	COUNT		ACCOUNT DESCRIPTION	CURRENT	INCREASE	DECREÁSE	AMENDED BUDGET
1			·····	BUDGET		DEGREAGE	0
			A CONTRACTOR OF THE OWNER	143,796	1,240		145,036
670	704	000	Wages- Full Time	150,835	1,240	4000	146,835
670	705	000	Wages-Part Time			4000	167,051
670	705	the second s	Wages-Casual	171,051			39,767
670	718	000	Retirement	47,067		1300	0
							0
							0
							0
							0
							0
						<u> </u>	0
							0
							0
					1240	15300	-14060
			0.0		47.067	670     718     000     Retirement     47,067	670       718       000       Retirement       47,067       7300         670       718       000       Retirement       47,067       7300         1       1       1       1       1       1       1         1       1       1       1       1       1       1       1         1

	REASONING:		
Full Time adjustment for change in 50% Account Clerk W	vage splits between Org Keys		
Less Home Care Worker hours due to Home Care Work	er turnover		
Less Home Care Worker hours due to Home Care Work			
Lower Retirement cost to 2011 level			
			· · · · · · · · · · · · · · · · · · ·
· · · · · · · · · · · · · · · · · · ·			
<u> </u>			
DEPT HEAD Marce Wandel	DATE 8/3/12	COMMITTEE	DATE
DEFT TIEAD	<u></u>		· · · · · · ·
BUDGET DIR	DATE	ADMIN	DATE
			•
		BOARD OF COMM	DATE

				2012				
	LINE ITEM			ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
FUND	DEPT.	ACCOUNT						0
					21,974		449	21,525
101	671	704	000	Wages- Full Time	2,360	203		2,563
101	671	959	100	Senior Activities	2,300			0
								0
								0
								0
								0
						<u></u>		0
								0
								0
	1							0
<u>, , , , , , , , , , , , , , , , , , , </u>								0
								0
					L	<u> </u>		
							<u> </u>	
						203	449	-246
						203		
								l
		1				·		

REASONING:	
Full Time adjustment for change in 50% Account Clerk wage splits between Org Keys	
Senior Activity expense increase	

DEPT HEAD March Jan BUDGET DIR\_

DATE 8/3/12

DATE COMMITTEE DÁTE ADMIN

DATE

BOARD OF COMM	DATE
---------------	------

				2012				
	LINE ITEM			ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
FUND	DEPT.	ACCOUNT						0
				Wages- Full Time	104,277	4,076		108,353
101	672	704	000	wages- Full Time				0
								0
								0
								0
								0
						· · · · · · · · · · · · · · · · · · ·		0
								0
								C
								C
								C
	<u> </u>		·					
L			· · · · · · · · · · · · · · · · · · ·					
	ļ	<u>↓</u>						
	<u> </u>	<u> </u>	<u> </u>				<u> </u>	4076
						4076	0	4076
			ļ					
			1					•

	REASONING:		
Full Time adjustment for change in 50% Account Cler	k wage splits between Org Keys		
DEPT HEAD Marce Wandel	DATE 8/3/12	COMMITTEE	DATE
DEPT HEAD II WWW OWNER	•		DÁTE
BUDGET DIR	DATE	ADMIN	
		BOARD OF COMM	DATE

BOARD OF COMM\_

	LINE ITEM				CURRENT			AMENDED
Ч				ACCOUNT DESCRIPTION	BUDGET	INCREASE	DECREASE	BUDGET
FUND	DEPT.	ACCOUNT		Τ				(
·				HDM Medicaid Waiver R2AAA	168,000		23,300	144,700
101	673	696	080		+			(
l	L	<u> </u>			<del> </del> †			(
l	L	L	1		++			(
I	L	L	L		+			
l	L	L	L		1			(
l	ļł	L	L		+			
l	<b>↓</b>	L	L		+			(
l	<u> </u>	I	L		+			(
L	ļ	ļ	Ļ		<u>+</u> †	· · · · · · · · ·		
L	ļ	ļ	ļ	+	+			
[		L			1			
	ļ	L,	ļ		1	·		
	ļ		L					(
	ļ	L	<b> </b>			·		(
	L	L			+			(
		L	<b> </b>		+			(
	1		<b> </b>					(
		ļ	ļ					0
		L						
		L	<u> </u>		+	0	23,300	-23,300

		REASONING:		
Magla on Whoo	Is Medicaid Waiver Revenue to decre	ase due to Reg 2 AAA reimbursement chan	ge made in June 2012	·
means on whee	is medicald water revenue to con-			
				<u></u>
	And al all	DATE 8/3/12	COMMITTEE	DATE
DEPT HEAD	Marcellandel	DATE 8/3/12		DATE
			ADMIN	DATE
BUDGET DIR		DATE	, (2) VIII V	······

BOARD OF COMM

DATE

				4014				
	LINE ITEM			ACCOUNT DESCRIPTION	CURRENT			AMENDED BUDGET
FUND	DEPT.	ACCOUNT			BUDGET	INCREASE	DECREASE	
							2,004	217,301
101	673	704	000	Wages- Full Time	219,305		2,004	81,059
101	673	705	000	Wages-Part Time	81,309			103,033
101	673	705	500	Wages-Casual	107,033		4000	103,033
101								0
							<u> </u>	0
				-				0
								0
		<u> </u>						0
						<u> </u>		0
	L		·					0
			· · · · · · · · · · · · · · · · · · ·			· ·		0
						· · · · · · · · · · · · · · · · · · ·		0
						<u></u>		0
							· · · · · · · · · · · · · · · · · · ·	·····
						0	6254	-6254
					·		02.04	
	· · · · · · · · · · · · · · · · · · ·							
1								

REASONING:
Full Time adjustment for change in 50% Account Clerk wage splits between Org Keys
Adjust wage based on current year to date cost in 2012; some PT hour changes for staff in kitchen

DEPT HEAD Marce Wand

8/3/ 12 DATE

 COMMITTEE
 DATE

 ADMIN
 DATE

BUDGET DIR

DATE

BOARD OF COMM DATE

				ACTA				
	LINE ITEM		<u> </u>	ACCOUNT DESCRIPTION	CURRENT		DECREASE	AMENDED BUDGET
FUND	DEPT.	ACCOUNT			BUDGET	INCREASE	DECREASE	0
					04 707		3,893	90,904
101	674	704	000	Wages- Full Time	94,797	050		19,323
101	674	705	000	Wages-Part Time	19,073	250		60,800
101	674	705	500	Wages-Casual	64,200		3,400	00,000
101	0/+							0
								0
								0
								0
			<u> </u>			<u></u>		0
								0
								0
								0
						· · · · · · · · · · · · · · · · · · ·		0
				· · · · · · · · · · · · · · · · · · ·				
							<u> </u>	
	1					250	7293	-7043
						250	1285	
				·				
1			1	and the second				

REASONING:
Full Time adjustment for change in 50% Account Clerk wage splits between Org Keys
Full Time adjustment for change in 50% Account olent wage opine some of a staff in kitchen adjust wage based on current year to date cost in 2012; some hour changes for staff in kitchen

DEPT HEAD Marce Wand

DATE 8/3/12

COMMITTEE \_\_\_\_\_ DATE \_\_\_\_

BUDGET DIR

DATE

ADMIN DATE
BOARD OF COMM DATE

	LINE ITEM	<u> </u>			CURRENT			AMENDED
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	BUDGET	INCREASE	DECREASE	BUDGET
		710000111						0
404	679	704	000	Wages- Full Time	61,838	227		62,065
101	678	704		Wagoo I an Inter				0
								0
								0
								0
				-				0
				· · · · · · · · · · · · · · · · · · ·				0
								0
		ļ <u>, "</u>						0
								0
	<u></u>							0
								0
								0
		<u>.</u>				<u></u>		
						227	0	227
				-				
							L	

REASONING:	
Full Time adjustment for change in 50% Account Clerk wage splits between Org Keys	
	<u> </u>
	····

DEPT HEAD

BUDGET DIR

DATE

DATE

DATE COMMITTEE ADMIN DATE DATE BOARD OF COMM

\_\_\_\_