

"Menominee County – Where the Best of Michigan Begins"

MENOMINEE COUNTY BOARD OF COMMISSIONERS

*Menominee County Courthouse
839 10th Avenue
Menominee, MI 49858
www.menomineecounty.com*

*Jason Carviou – County Administrator
Sherry DuPont – Administrative Assistant
Telephone: (906) 863-7779 or 863-9648
Fax: (906) 863-8839*

Airport Committee

*Tuesday, January 21, 2020 – 4:00 PM
Menominee County Courthouse – Courtroom B
839 10th Avenue Menominee, MI 49858
(906) 863-7779*

(A Quorum of the Menominee County Board of Commissioners may be Present)

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call (Commissioners: Gromala, Piche, & Cech)
- D. Approval of the Agenda
- E. Approval of the Previous Minutes (December 17, 2019)
- F. Public Comment *(Statements, not debate, limited to 5 minutes on agenda items only)*
- G. Business
 - Budget Report
 - Fuel Sales Report
 - Activity Report
 - Community Hangar Roof – Update
 - Airport Fence - Update
 - ALP – Update
 - Ciochetto v. Menominee County – Order Dismissing All Charges with Prejudice
- H. Public Comment *(Limited to 5 Minutes)*
- I. Commissioner Comment
- J. Adjourn

MENOMINEE COUNTY AIRPORT COMMITTEE

Minutes of Meeting

December 17, 2019

****APPROVED 1/21/2020****

The Menominee County Airport Committee met on December 17, 2019 at 4:00 PM at the Menominee County Courthouse in Menominee, Michigan.

I. Call to Order

The meeting was called to order by Chair Gromala at 4:00 PM.

II. Pledge of Allegiance

The Pledge of Allegiance was recited by those in attendance.

III. Roll Call

Commissioners Present: Chair Gromala & Commissioner Piche. Commissioner Cech arrived at 4:03 PM.

Other Present: Jason Carviou, County Administrator & Jeff LaFleur, Lead Operations Technician

IV. Approval of the Agenda

Motion made by Commissioner Piche, seconded by Commissioner Gromala to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY.**

V. Approval of Previous Minutes (November 19, 2019)

Motion made by Commissioner Piche, seconded by Commissioner Gromala to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY.**

VI. Public Comment

None

VII. Business

A. Budget Report

Discussion ensued regarding budget reports for the Menominee Regional Airport through November 30, 2019. Administrator Carviou advised that we have already exceeded our

budgeted amount for airfield maintenance/repairs (216-585-981.01) due to the asphalt repairs and for repairs to the fence caused by vehicles hitting it. Discussion ensued regarding the vehicles hitting the fence, repair costs, and that the County's insurance company has been sending letters to the driver and the vehicle owner, but have not received a response. The Committee asked that Administrator Carviou research options for pursuing payment for the damaged fence.

B. Fuel Sales Report

Per the General Ledger, fuel sales were as follows:

Business Sales - \$9,673.76

Cash Sales - \$1,137.50

Credit Card Sales - \$16,751.63

Total - \$27,562.89

C. Activity Report

Jeff Lafleur advised that things have slowed down for the winter months. The airport has sold several of the pre-paid fuel cards and all of the bugs seemed to be worked out of the process. There are a couple more people interested in buying the pre-paid cards. Jeremy has had a chance to get in the loader and start learning how to operate the equipment and snow removal procedures. M&M Aviation is busy and has a full hangar at the moment – Mark will be heading down to Florida for a bit during the winter months.

D. Upper Michigan Energy Resources - Easement

Administrator Carviou advised that Upper Michigan Energy Resources is asking Menominee County to grant new utility easements at the airport to upgrade existing utilities. Mead & Hunt was consulted and they advised that the FAA doesn't have any issue with granting utility easements so long as they are for the purpose of providing or upgrading utilities to structures on airport property.

Motion made by Commissioner Piche, seconded by Commissioner Cech to recommend to the Menominee County Board of Commissioners that they approve the utility easements with Upper Michigan Energy Resources. Vote taken. **MOTION CARRIED UNANIMOUSLY.**

E. Community Hangar Roof - Update

Administrator Carviou advised that he did not have time to draft the RFP and publish it yet since the last meeting. The goal is to have the RFP complete and published before the next Airport Committee meeting.

IX. Public Comment

None

X. Commissioner Comment

Commissioner Piche – Wished everyone a Merry Christmas.

Commissioner Gromala - Wished everyone a Merry Christmas.

Commissioner Cech - Wished everyone a Merry Christmas.

XI. Adjournment

Motion made by Commissioner Cech, seconded by Commissioner Piche to adjourn. Vote taken. **MOTION CARRIED UNANIMOUSLY.**

Meeting was adjourned at 4:28 PM.

G/L NUMBER	DESCRIPTION	2019-20		2019-20		YTD BALANCE 12/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/19 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	2019-20 BUDGET	2019-20 NORM (ABNORM)				
Fund 216 - MENOMINEE REGIONAL AIRPORT									
Revenues									
Dept 000									
216-000-633.00	LANDING FEES	8,000.00	8,000.00	8,000.00	2,715.00	995.00	5,285.00	33.94	
216-000-633.01	RAMP/PARKING FEES	100.00	100.00	100.00	0.00	0.00	100.00	0.00	
216-000-634.00	ENGINE PRE-HEAT	50.00	50.00	50.00	0.00	0.00	50.00	0.00	
216-000-634.01	CARGO HANDLING FEE	250.00	250.00	250.00	0.00	0.00	250.00	0.00	
216-000-634.02	AIRPORT DE-ICING	250.00	250.00	250.00	75.00	75.00	175.00	30.00	
216-000-642.00	AVIATION FUEL/OIL - BUSINESS	50,000.00	50,000.00	50,000.00	13,453.50	4,642.50	36,546.50	26.91	
216-000-642.01	AVIATION FUEL - CASH	250.00	250.00	250.00	0.00	0.00	250.00	0.00	
216-000-642.02	AVIATION FUEL - CREDIT CARD	100,000.00	100,000.00	100,000.00	21,534.94	3,920.55	78,465.06	21.53	
216-000-642.03	SODA MACHINE	100.00	100.00	100.00	0.00	0.00	100.00	0.00	
216-000-642.04	Oil Sales - Credit Card	100.00	100.00	100.00	13.00	13.00	87.00	13.00	
216-000-642.05	PREPAID FUEL SALES	0.00	0.00	0.00	1,137.50	0.00	(1,137.50)	100.00	
216-000-670.00	RENT/HANGER LEASE	37,000.00	37,000.00	37,000.00	16,539.43	4,344.42	20,460.57	44.70	
216-000-670.01	RAMP/ TIE DOWN FEE	100.00	100.00	100.00	0.00	0.00	100.00	0.00	
216-000-672.00	AFTER HOUR FEES	2,000.00	2,000.00	2,000.00	250.00	125.00	1,750.00	12.50	
216-000-672.01	TERMINAL SIGN DISPLAY	500.00	500.00	500.00	0.00	0.00	500.00	0.00	
216-000-676.00	MISCELLANEOUS REVENUE	0.00	0.00	0.00	225.00	0.00	(225.00)	100.00	
216-000-699.00	TRANSFERS/APPROPRIATION	119,342.00	119,342.00	119,342.00	42,335.50	0.00	77,006.50	35.47	
216-000-699.01	COUNTY OPERATING TRANSFER	50,000.00	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00	
Total Dept 000		368,042.00	368,042.00	368,042.00	98,278.87	14,115.47	269,763.13	26.70	
TOTAL REVENUES									
368,042.00		368,042.00	368,042.00	368,042.00	98,278.87	14,115.47	269,763.13	26.70	
Expenditures									
Dept 585									
216-585-704.00	SALARIES	92,013.00	92,013.00	92,013.00	15,198.77	7,058.74	76,814.23	16.52	
216-585-706.00	OVERTIME	4,000.00	4,000.00	4,000.00	1,184.55	959.55	2,815.45	29.61	
216-585-707.00	LONGEVITY	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00	100.00	
216-585-712.00	HOSPITAL INSURANCE	36,250.00	36,250.00	36,250.00	10,023.91	6,342.49	26,226.09	27.65	
216-585-713.00	LIFE INSURANCE	60.00	60.00	60.00	9.44	0.00	50.56	15.73	
216-585-715.01	FICA-OASDI	5,218.00	5,218.00	5,218.00	961.21	515.02	4,256.79	18.42	
216-585-715.01	FICA-MEDI	1,220.00	1,220.00	1,220.00	224.80	120.45	995.20	18.43	
216-585-716.00	WORKMENS COMPENSATION	4,985.00	4,985.00	4,985.00	0.00	0.00	4,985.00	0.00	
216-585-718.00	RETIREMENT	3,264.00	3,264.00	3,264.00	420.89	292.25	2,843.11	12.89	
216-585-718.01	MERS UNFUNDED LIABILITY	12,708.00	12,708.00	12,708.00	2,614.00	1,059.00	10,094.00	20.57	
216-585-727.00	OFFICE SUPPLIES	500.00	500.00	500.00	1.24	0.00	498.76	0.25	
216-585-728.00	OFFICE EQUIPMENT	250.00	250.00	250.00	1.79	0.00	248.21	0.72	
216-585-729.00	POSTAGE	250.00	250.00	250.00	22.30	1.00	227.70	8.92	
216-585-729.01	MISCELLANEOUS PURCHASES	50.00	50.00	50.00	34.44	0.00	15.56	68.88	
216-585-742.00	GAS, OIL ETC	0.00	0.00	0.00	167.05	0.00	(167.05)	100.00	
216-585-743.00	AVIATION FUEL PURCHASES	85,000.00	85,000.00	85,000.00	19,207.31	0.00	65,792.69	22.60	
216-585-743.01	CREDIT CARD PROCESSING FEES	3,000.00	3,000.00	3,000.00	892.27	147.36	2,107.73	29.74	
216-585-744.00	EQUIPMENT FUEL PURCHASE	6,000.00	6,000.00	6,000.00	1,614.00	1,614.00	4,386.00	26.90	
216-585-745.00	UNIFORMS	800.00	800.00	800.00	0.00	0.00	800.00	0.00	
216-585-755.01	OTHER OPERATING - JANITORIAL	2,000.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00	
216-585-755.02	OTHER OPERATING - GENERAL	1,500.00	1,500.00	1,500.00	127.55	9.07	1,372.45	8.50	
216-585-755.03	LICENSES/PERMITS	500.00	500.00	500.00	50.00	0.00	450.00	10.00	
216-585-801.00	PROFESSIONAL/CONTRACTURAL SERVICES	1,500.00	1,500.00	1,500.00	276.26	55.20	1,223.74	18.42	
216-585-831.00	LIABILITY INSURANCE	12,000.00	12,000.00	12,000.00	169.15	169.15	11,830.85	1.41	
216-585-850.00	TELEPHONE/INTERNET	4,600.00	4,600.00	4,600.00	1,094.91	327.30	3,505.09	23.80	
216-585-860.00	TRAVEL/CONFERENCES	1,000.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00	
216-585-901.00	ADVERTISING	500.00	500.00	500.00	0.00	0.00	500.00	0.00	
216-585-920.00	NATURAL GAS/HEATING	5,000.00	5,000.00	5,000.00	615.57	538.99	4,384.43	12.31	

GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE 12/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/19 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET				
Fund 216 - MENOMINEE REGIONAL AIRPORT							
Expenditures							
216-585-920.01	WATER	1,300.00	1,300.00	0.00	0.00	1,300.00	0.00
216-585-920.03	ELECTRIC	8,000.00	8,000.00	1,233.36	732.53	6,766.64	15.42
216-585-955.00	AIRPORT SALES TAX	6,500.00	6,500.00	3,231.58	1,003.92	3,268.42	49.72
216-585-970.00	CAPITAL OUTLAY	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00
216-585-981.00	EQUIPMENT MAINTENANCE/PARTS	5,000.00	5,000.00	260.83	0.00	4,739.17	5.22
216-585-981.01	AIRFIELD MAINTENANCE/REPAIRS	3,000.00	3,000.00	6,960.39	1,610.39	(3,960.39)	232.01
216-585-981.02	BUILDING MAINTENANCE/REPAIRS	1,500.00	1,500.00	196.69	87.96	1,303.31	13.11
216-585-984.00	NEW/REPLACEMENT EQUIPMENT	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
216-585-990.00	AIRPORT LOAN - PRINCIPAL	5,493.00	5,493.00	0.00	0.00	5,493.00	0.00
216-585-990.01	AIRPORT LOAN - INTEREST	580.00	580.00	0.00	0.00	580.00	0.00
Total Dept 585 - AIRPORT EXPENDITURE		368,041.00	368,041.00	67,794.26	23,644.37	300,246.74	18.42
TOTAL EXPENDITURES		368,041.00	368,041.00	67,794.26	23,644.37	300,246.74	18.42
Fund 216 - MENOMINEE REGIONAL AIRPORT:							
TOTAL REVENUES		368,042.00	368,042.00	98,278.87	14,115.47	269,763.13	26.70
TOTAL EXPENDITURES		368,041.00	368,041.00	67,794.26	23,644.37	300,246.74	18.42
NET OF REVENUES & EXPENDITURES		1.00	1.00	30,484.61	(9,528.90)	(30,483.61)	3,048.46

MENOMINEE COUNTY
MICHIGAN

REQUEST FOR PROPOSAL
COMMUNITY HANGAR ROOF
PROJECT #: 19/20 – 6

JANUARY 13, 2020

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Legal Notice

Menominee County, Michigan is accepting proposals for replacement/repair of the roof on the Community Hangar located at the Menominee Regional Airport. Proposals will be received at the below address until **Friday, February 14, 2020 at 4:00 PM CST**. Proposals will be publicly opened and read aloud on **Tuesday, February 18, 2020** during the regularly scheduled Airport Committee Meeting held at the Menominee County Courthouse at 4:00 PM CST. All proposals must be physically received by the due date. Proposals not received by the due date will be returned, unopened to the vendor. Emailed or faxed bids will not be accepted for this project. All proposals should be addressed to:

Menominee County
Project # 19/20-6 – SEALED PROPOSAL
Attn: County Administrator
839 10th Avenue
Menominee, MI 49858

Proposal packets are available online at: www.menomineecounty.com. The link can be found under Departments – Administration – Purchasing – Open Projects. Proposal packets may also be picked up at the Menominee County Courthouse in the County Administrator's Office located at 839 10th Avenue Menominee, MI 49858.

Menominee County reserves the right to accept or reject any and all proposals and to waive any informality in the proposals. Contact Jason Carviou, County Administrator, at 906-863-7779 or JCarviou@menomineeco.com if assistance is required.

Project Timeline

EVENT	DATE
RFP Published	January 13, 2020
RFP Public Notice Advertised	January 20-24, 2020 & January 27 -31, 2020
RFP Due Date	February 14, 2020 at 4 PM CST
RFP Proposal Opening	February 18, 2020
Airport Committee Recommendation	February 18, 2020
County Board Approval to Contract	February 25, 2020
Send out Thank You & Intent to Award Letters	February 26, 2020
Complete Contract Signing by	March 15, 2020
Project Completion Date	TBD

The project timeline is tentative and Menominee County may alter the dates and times contained within as necessary to meet the objectives of this project.

Project Specifications

1. General

It is the intent of Menominee County to contract with a contractor/vendor, hereafter referred to as “Contractor” to replace or repair the roof on the Community Hangar at the Menominee Regional Airport located at 2801 N 22nd Street, Menominee, MI 49858.

The Community Hangar is an 80’ by 100’ steel frame construction building with a metal roof. The metal roof has begun leaking; however, the County nor other contractors have been able to pinpoint the location of the leaks.

The County is open to considering several options, including but not limited to, replacing the metal roof completely, new roof materials that would go over the existing roof, or other solutions to seal the leaks in the existing roof. Potential contractors may submit one proposal with multiple options/solutions priced.

Proposals will be evaluated on, but not limited to, the option/solution provided, warranty, price, and reputation of the product and contractor.

2. Site Visit & Contact Information

Interested contractors are encouraged to visit the site before submitting a proposal. Site visits may be scheduled by contacting Jeff LaFleur, Lead Operations Technician, at 715-938-2006.

Any technical questions regarding the Community Hangar or this RFP should be directed to Jeff LaFleur at the number provided above.

Any measurements provided in this RFP or by county personnel are for reference only. Contractors are responsible for taking their own measurements and calculations.

3. Community Hangar Pictures

Included as Attachment F of the RFP packet are pictures of the Community Hangar and the existing roof for reference only.

4. RFP Format & Submission Requirement

Any deviation from these requirements may result in the proposal being eliminated from consideration. The proposal must include all of the following:

1. Contractor’s proposal including cost, material specifications, warranty information, subcontractors, and a proposed timeline for completing the project.
2. Three (3) professional references.
3. Vendor Identification Form (Attachment A)
4. Bidder’s Certificate (Attachment B)

5. RFP Addendum Acknowledgement Form (Attachment C)
6. Insurance Acknowledgment Form (Attachment D)
7. Vendor's Proof of Responsibility (Attachment E)

5. Addendums

Should Menominee County feel it necessary to amend this proposal after it is published, any addendums will be published on the Menominee County website at www.menomineecounty.com. Addendums can be found in the same location as the proposal packet: Departments – Administration – Purchasing – Open Projects.

It is the responsibility of contractors submitting proposals for this project to monitor the Menominee County website for any such addendums that may be published.

If any addendums are published for this project, contractors will be required to acknowledge any such addendums by providing an RFP Addendum Acknowledgment Form (Attachment C) as part of their proposal.

6. Due Date & Delivery

All sealed proposals must be delivered to the Menominee County Administrator by February 14, 2020 at 4 PM CST. Proposals are to be labeled, sealed, and mailed to the following address:

Menominee County
Project # 19/20-6 – SEALED PROPOSAL
Attn: County Administrator
839 10th Avenue
Menominee, MI 49858

Menominee County will not accept any proposals received after the due date. Proposals received after the due date will be returned, unopened to the contractor that submitted it.

Proposals will be opened in front of the public on February 18, 2020 at the Menominee County Courthouse – Courtroom B located at 839 10th Avenue Menominee, MI 49858 during the regularly scheduled Airport Committee Meeting.

Menominee County reserves the right to accept or reject any and all proposals and to waive any informality in the proposals.

7. Award

Proposals will first be evaluated during a regularly scheduled Airport Committee Meeting on February 18, 2020 at the Menominee County Courthouse – Courtroom B at 4:00 PM CST. The Airport Committee will make a recommendation of the preferred proposal to the Menominee County Board of Commissioners for final approval.

Proposals will be considered on criteria including, but not limited to, cost, reputation of the contractor, proposed solution/method, warranty, project completion timeframe, and external references.

The Menominee County Board of Commissioners will consider the recommendation from the Airport Committee on February 25, 2020. Intent to Award or Thank You letters will be sent via email shortly after this meeting to all vendors submitting responses.

8. Insurance Requirements

The selected Contractor is required to provide a certificate of insurance within three (3) business days of receiving the "Intent to Award" notice. Certificates are required to be valid and insurance must be maintained throughout the contract term. Certificates of Insurance are to be sent to:

Menominee County
Attn: County Administrator
839 10th Avenue
Menominee, MI 49858

The Certificates of Insurance must include:

1. **Additional Insured:** Menominee County
2. **Cancellation:** Include a provision prohibiting cancellation of said policies except upon a 30 days prior written notice to Menominee County to include non-renewal or a material change in coverage.
3. **State of Michigan:** The policy shall be issued from a company licensed to sell insurance policies in the State of Michigan.
4. **Signatures:** Certificates must be signed by the insurer's authorized agent.

The following are the limits required for this project:

Comprehensive General Liability - \$1,000,000 per occurrence

Products & Completed Operations
Personal Injury & Advertising Liability
Independent Contractors/Protective

Business Automobile Liability - \$1,000,000 per occurrence

Bodily Injury
Property Damage

Worker's Compensation Insurance and Employers Liability, if applicable - \$100,000 each accident

Employer Liability

Any and all subcontractors must also comply with the above insurance requirements and must also submit Certificates of Insurance to Menominee County stating they have policies that comply with the above stated minimum policy limits.

The insurance requirements set forth for this project are minimum requirements to do business with Menominee County. These insurance requirements shall not be construed to limit the liability of the selected Contractor.

9. Payment Structure

Menominee County suggests the following payment structure for this project:

- 1/3 Payment upon Contract Signing
- 1/3 Payment upon Beginning the Project
- 1/3 Payment upon Satisfactory Completion of the Project

Other payment structures may be suitable, so long as they provide adequate protection to the County to ensure satisfactory completion of the project.

10. Miscellaneous

1. **Guarantees & Warranties:** Guarantees and warranties on workmanship and materials shall be stated in your proposal.
2. **Laws:** All work should conform to all applicable industry, Federal, State, and Local laws, codes, ordinances, OSHA requirements and standards.
3. **License:** All contractors, including subcontractors, performing work on this project are required to have a Contractor's License in the State of Michigan and must be current on the date the proposal is submitted and throughout the project.
4. **Measurements:** All measurements and specifications provided in this packet and/or by Menominee County are for reference only. Contractors are responsible for all measurements.
5. **Permits:** The selected Contractor shall be responsible for any and all necessary permits and underground utility locates.
6. **Project Manager:** The selected Contractor shall provide contact information for one individual designated as the Project Manager and that person shall serve as the single point of contact for Menominee County.

7. **Rejection of Proposals:** Menominee County reserves the right to accept or reject any and all proposals, to waive any technicality with any proposal, and to request clarification on any proposal.
8. **Site Protection/Cleanup:** The selected Contractor is responsible for the proper handling of materials and discard of debris to ensure a clean worksite. Contractor is responsible for restoring the site, premises, buildings, and landscaping to the condition prior to work commencing.
9. **Taxes:** Menominee County and its departments are exempt from payment of all Federal, State, and Local taxes.

Attachments

1. Attachment A – Vendor Identification Form
2. Attachment B – Bidder’s Certificate
3. Attachment C – RFP Addendum Acknowledgment Form
4. Attachment D – Insurance Acknowledgment Form
5. Attachment E – Vendor’s Proof of Responsibility
6. Attachment F – Community Hangar Pictures

ATTACHMENT A

VENDOR IDENTIFICATION FORM

Company Name: _____.

Address: _____ .State _____ .Zip Code _____.

Phone Number: _____.

Primary Contact Name: _____ Title: _____.

Address: _____ .State _____ .Zip Code _____.

Phone Number: _____.

Email Address: _____.

Secondary Contact Name: _____ Title: _____.

Address: _____ .State _____ .Zip Code _____.

Phone Number: _____.

Email Address: _____.

Project Name: _____.

Project Number: _____.

Bid Price: _____.

Signature: _____ Date: _____.

ATTACHMENT B

BIDDER’S CERTIFICATE

This Bidder’s Certificate form must be completed by the contractor submitting a bid/proposal, and must be sworn to, notarized, and returned to Menominee County as part of your proposal.

Statement of Bidder:

I hereby incorporate this sworn Bidder’s Certificate into my bid/proposal, and hereby make this Bidder’s Certificate part of my bid/proposal.

I affirmatively state that I, or an authorized representative of mine, have/has examined and carefully prepared the bid/proposal submitted from the plans and specifications provided, and have checked the same in detail before submitting the bid/proposal to the County of Menominee. I have also included the names of subcontractors I propose to contract with and the class of work to be performed by each elsewhere in my bid/proposal.

Printed Name of Signor: _____.

Signature of Signor: _____.

Date Signed: _____.

Title of Signor: _____.

Phone Number of Signor: _____.

Email of Signor: _____.

State of Michigan

County of: _____.

Signed and Sworn to Before Me on (Date): _____.

By (Printed Name): _____.

Notary’s Signature: _____.

Notary’s Expiration Date: _____.

Notary’s Seal:

ATTACHMENT C

RFP ADDENDUM ACKNOWLEDGMENT FORM

(If addendums exist for this project, please sign and date and send with your proposal)

Important: Failure to submit this form when addendums have been issued may result in the rejection of your proposal.

The undersigned acknowledges receipt of the following addenda by circling the number(s) below:

1 2 3 4 5 6 7 8 9 10

I have examined and carefully prepared the bid/proposal from the plans and specifications and have checked the same in detail before submitting the bid/proposal to Menominee County.

The Undersigned agrees to the above statement:

Printed Name: _____.

Signature: _____.

Date: _____.

Contractors and vendors are responsible to check for addendums published on Menominee County's website at www.menomineecounty.com for this project prior to the due date.

If a proposal/bid has already been submitted, the contractor/vendor is required to acknowledge receipt of the addendum via email prior to the due date. A new bid/proposal must be submitted by the contractor/vendor if the addendum effects costs.

Proposals/bids that do not acknowledge addendums may be rejected.

This form does not need to be returned as part of your proposal/bid if no addendums are published for this project.

ATTACHMENT D**Insurance Acknowledgement Form**

Contractors are required to meet the following insurance requirements in order to be awarded a contract. By signing this form, an interested contractor acknowledges the insurance requirements for this project, and certifies that any and all contractors, sub-contractors, and vendors will maintain the required limits of insurance throughout the duration of the project.

The awarded contractor/vendor is required to provide a certificate of insurance within three (3) business days of receiving the 'Intent to Award' notice. Certificates are required to be valid and provided annually to the Menominee County Administration, 839 10th Avenue, Menominee, MI 49858 or by email to JCarviou@menomineeco.com AND SDupont@menomineeco.com throughout the term of this contract.

1. Hold Harmless

Contractor/vendor hereby agrees to release, indemnify, defend, and hold harmless Menominee County, their officials, officers, employees, and agents from and against all judgements, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions, and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by the contractor/vendor, its officers, officials, employees, agent or assigns. Menominee County does not waive, and specifically reserves, its right to assert and all affirmative defenses and limitations of liability as specifically set forth in Michigan Statutes or as otherwise prescribed.

2. Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization, or other (will be referred to as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Michigan.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow sub-contractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor/vendor acknowledges that its

ATTACHMENT D

potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

Insurance requirements for Menominee County Project # 19/20-06:

Comprehensive General Liability - \$1,000,000 per occurrence

Products & Completed Operations
Personal Injury & Advertising Liability
Independent Contractors/Protective

Business Automobile Liability - \$1,000,000 per occurrence

Bodily Injury
Property Damage

Worker's Compensation Insurance and Employers Liability, if applicable - \$100,000 each accident

Employer Liability

3. Additional Insured

The Outside Contractor agrees that all liability policies other than professional liability shall name Menominee County as additional insured with respects to: liability arising out of activities performed by or on behalf of the contractor/vendor; products and completed operations of contractor/vendor; premises owned, occupied, or used by contractor/vendor; or automobiles owned, leased, hired, or borrowed by the contractor/vendor. The coverage shall contain no special limitations on the scope of protection to the County.

4. Adjustments to Insurance Coverage

The limits of liability set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the Contractor/Vendor in writing of the new limits and the Contractor/Vendor shall make such adjustments to its insurance coverage within 60 days of such notice.

ATTACHMENT D**5. Subcontractor**

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meets the same requirements outlined for the Outside Contractor.

6. Waiver of Subrogation

Insurers shall waive all subrogation rights against Menominee County on all policies required under this agreement.

7. Certificate of Insurance

The Certificate of Insurance must include:

1. **Additional Insured:** Menominee County
2. **Cancellation:** Include a provision prohibiting cancellation of said policies except upon a 30 days prior written notice to Menominee County to include non-renewal or a material change in coverage.
3. **State of Michigan:** The policy shall be issued from a company licensed to sell insurance policies in the State of Michigan.
4. **Signatures:** Certificates must be signed by the insurer's authorized agent.

8. Questions

If you have any questions regarding the insurance requirements for this project, or if for any reason the insurance requirements for this project cannot be met, please contact the County Administrator at (906) 863-7779 or by email at JCarviou@menoineeco.com .

ATTACHMENT D**Statement of Bidder:**

I affirmatively state that I, or an authorized representative of mine, have/has examined the insurance requirements set forth for this project by the County of Menominee, and further state that all contractors, vendors, subcontractors, or other entities involved in this project will have the required insurance policies in effect prior to beginning work on the project. I further acknowledge that failure to obtain or maintain the required insurance by any contractor, vendor, subcontractor, or other entities involved in the project is a breach of contract under this agreement.

Printed Name of Signor: _____.

Signature of Signor: _____.

Date Signed: _____.

Title of Signor: _____.

Phone Number of Signor: _____.

Email of Signor: _____.

State of Michigan

County of: _____.

Signed and Sworn to Before Me on (Date): _____.

By (Printed Name): _____.

Notary's Signature: _____.

Notary's Expiration Date: _____.

Notary's Seal:

ATTACHMENT E

VENDOR'S PROOF OF RESPONSIBILITY

The Vendor's Proof of Responsibility form must be completed by the Contractor/Vendor submitting the proposal/bid, and must be notarized and submitted as part of your proposal/bid.

Instructions: Circle either "Yes" or "No" after each question. You may submit a separate sheet if you wish to provide more descriptive responses.

1. Does the Contractor/Vendor maintain a permanent place of business?

YES or NO

2. Is the Contractor/Vendor authorized to do business in the State of Michigan?

YES or NO

3. Has the Contractor/Vendor, agent, partner, employee, and/or officer of the Contractor/Vendor ever been debarred, suspended, or declared ineligible from contracting with any unit of federal, state, or local government?

YES or NO

4. Is the Contractor/Vendor in compliance with the provisions of the Equal Opportunity Employer Act?

YES or NO

5. Does the Contractor/Vendor, including all subcontractors, have the insurance policies required for this project?

YES or NO

6. Does the Contractor/Vendor have a written Drug-Free Workplace Policy?

YES or NO

7. Has the Contractor/Vendor been subject of any order or judgment from any state or federal agency or court due to the breach of any contract?

YES or NO

8. Does the Contractor/Vendor have a history of satisfactorily completing projects?

YES or NO

ATTACHMENT E

9. Does the Contractor/Vendor possess all applicable professional and trade licenses required for performing this project?

YES or NO

10. Does the Contract/Vendor have adequate financial resources to complete this project, and to complete all other projects the Contractor/Vendor is presently under contract to complete?

YES or NO

11. Is the Contractor/Vendor bondable for the terms proposed as part of this project?

YES or NO or NOT APPLICABLE

12. Does the Contractor/Vendor have, and diligently maintain, a written safety program?

YES or NO

13. Is the Contractor/Vendor in compliance with all federal and state employment laws and regulations?

YES or NO

No Restriction on Discretion: If information is discovered or comes into the possession of the County or a County Department, official, and/or employee responsible for awarding the contract for this project, and if such information calls into question the contractor's abilities or competence to faithfully and responsibly comply with the terms of this agreement and is considered both credible and verifiable, then that information shall be considered in determining whether the contractor is a responsible contractor.

ATTACHMENT E

By signing below, I affirm under oath I am the Contractor/Vendor submitting a proposal/bid or the I am an authorized representative of the Contractor/Vendor with the authority to complete this form, and that the information provided herein is true, accurate, and complete, and that my signature on this form was sworn to before an officer authorized by law to administer oaths. I understand this form is required to be considered a responsible vendor. I further understand that deliberately or knowingly providing false or inaccurate information on this form constitutes a breach of contract of this agreement and that I may be subject to civil and/or criminal fines and punishment as provided by the laws of the State of Michigan or as otherwise prescribed.

Printed Name of Signor: _____.

Signature of Signor: _____.

Date Signed: _____.

Title of Signor: _____.

Phone Number of Signor: _____.

Email of Signor: _____.

State of Michigan

County of: _____.

Signed and Sworn to Before Me on (Date): _____.

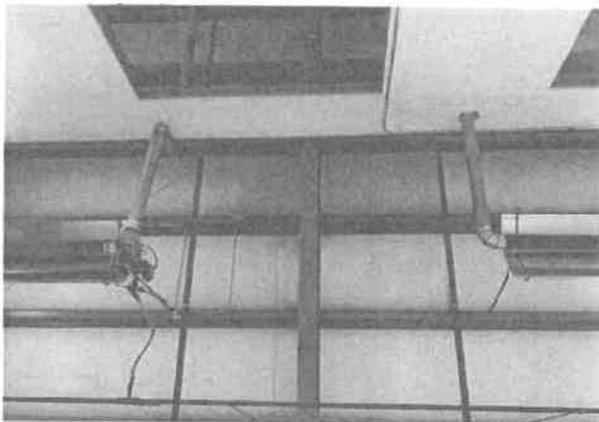
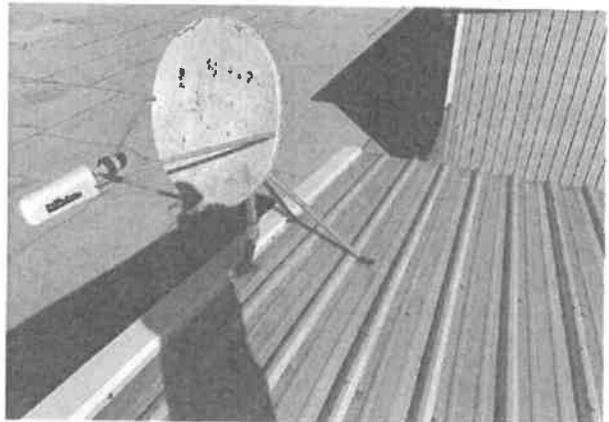
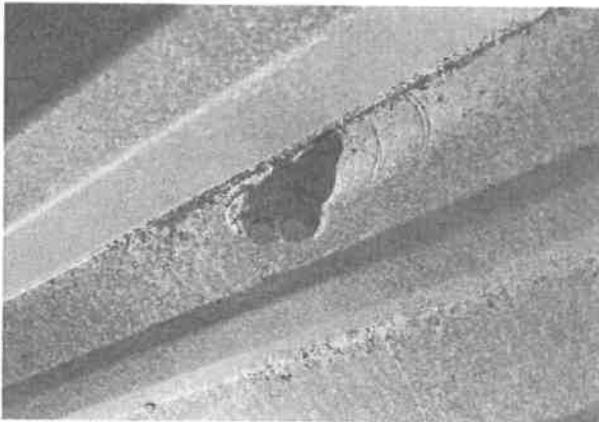
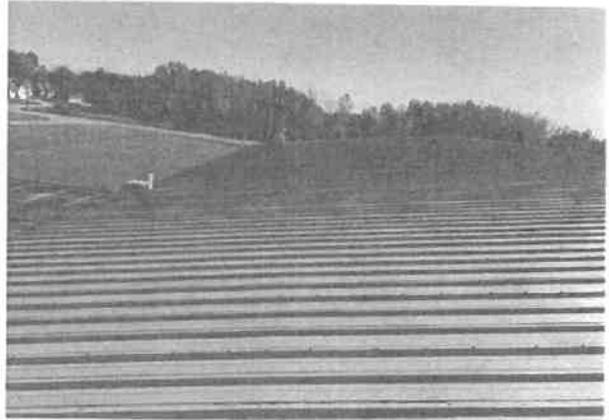
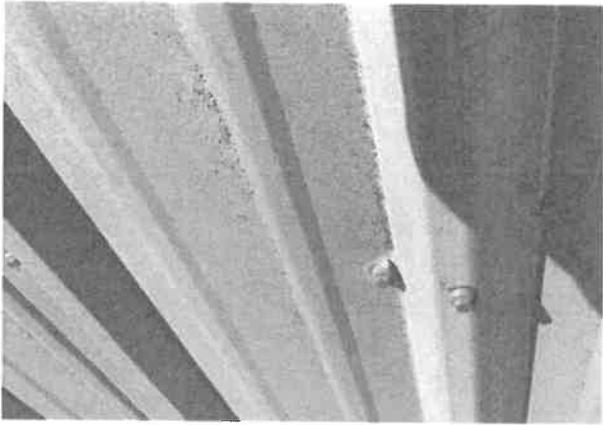
By (Printed Name): _____.

Notary's Signature: _____.

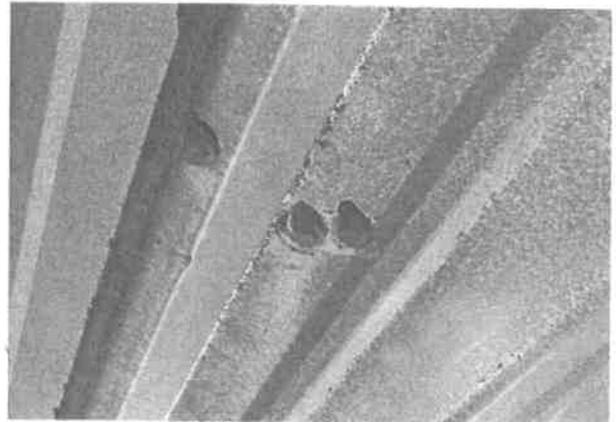
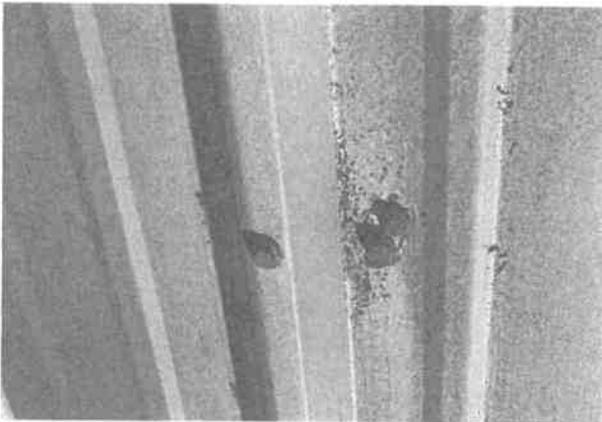
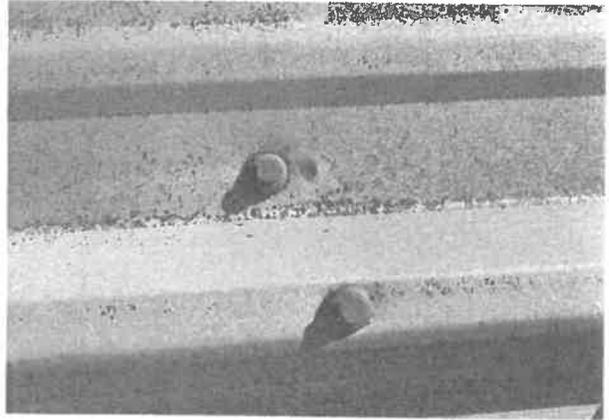
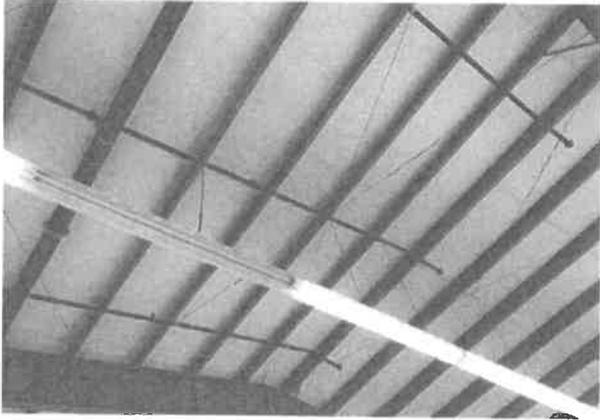
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Notary's Seal:

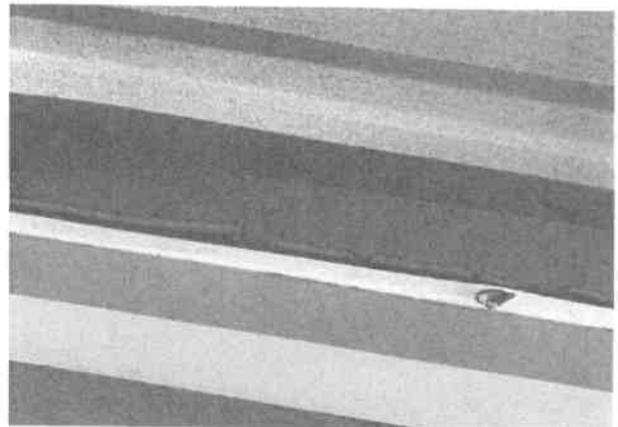
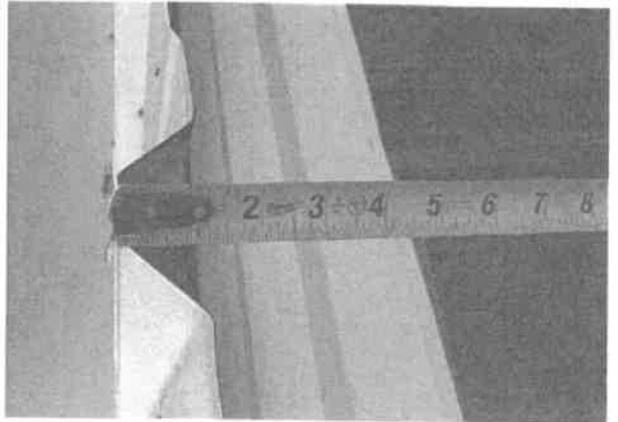
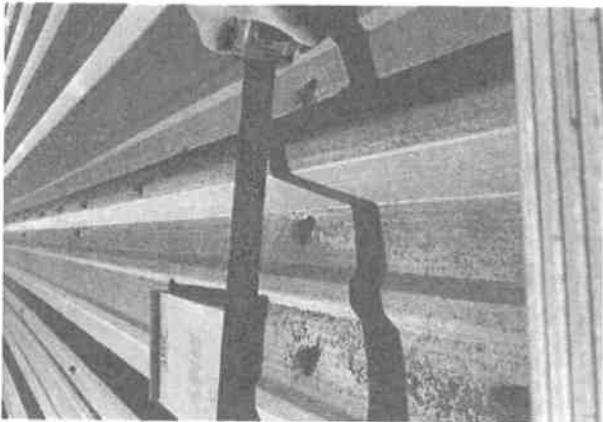
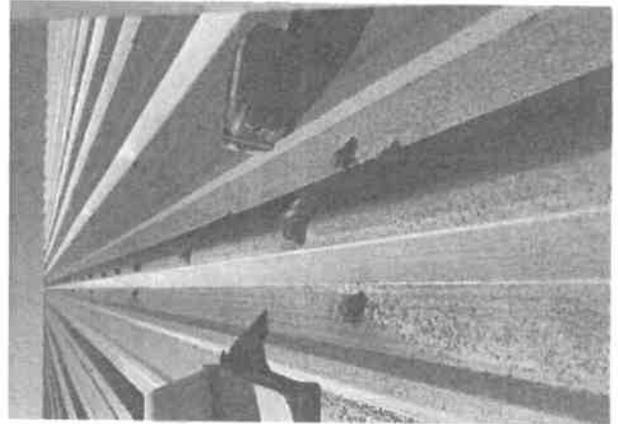
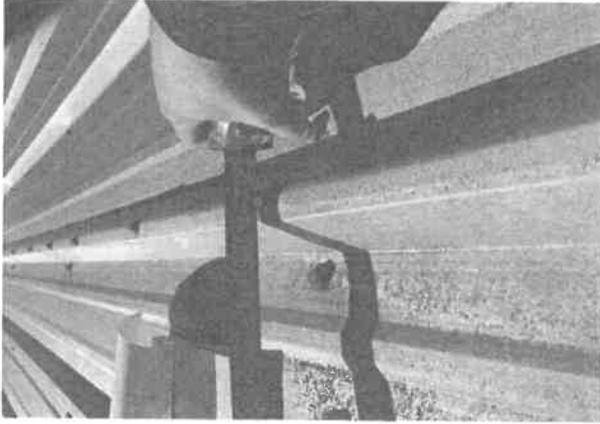
ATTACHMENT F



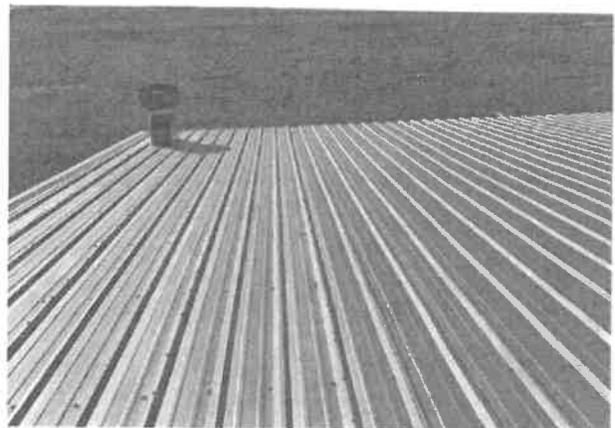
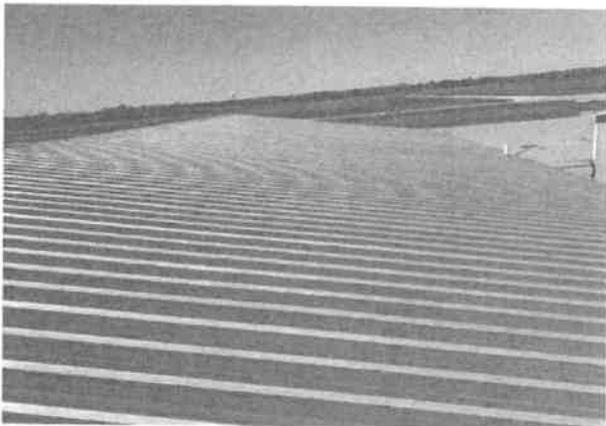
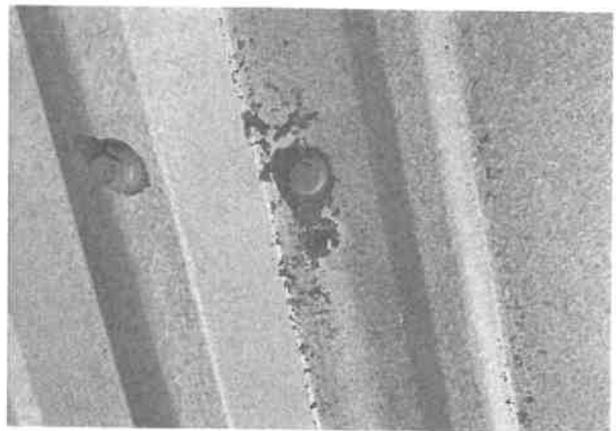
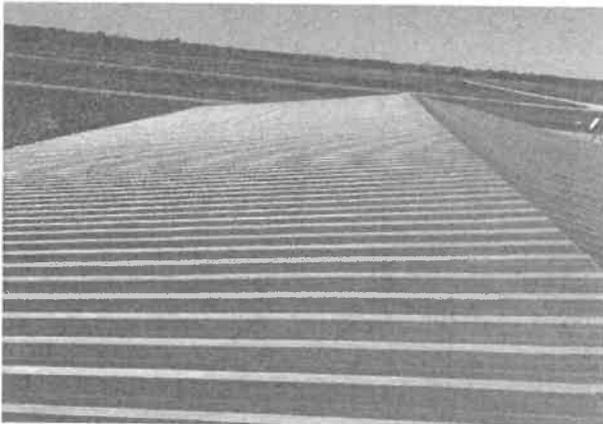
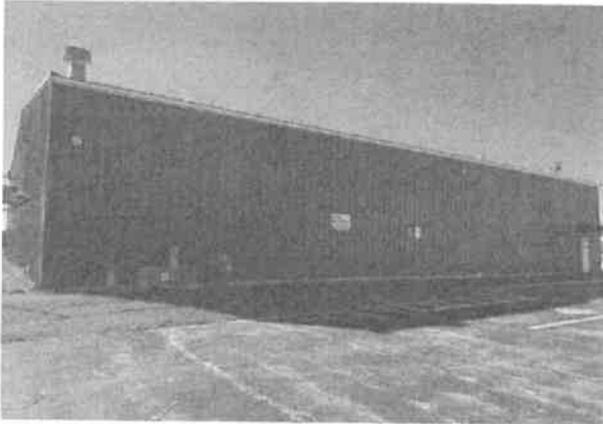
ATTACHMENT F



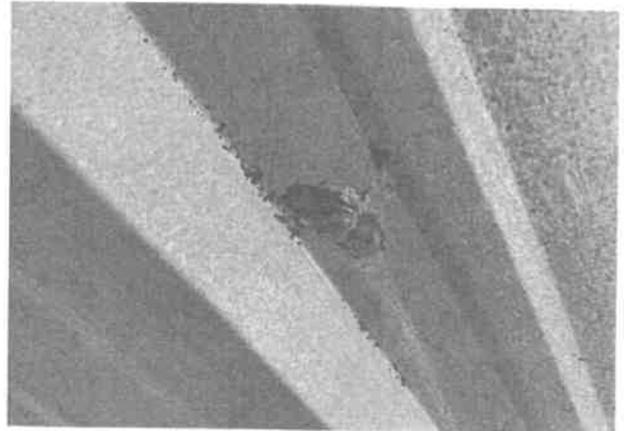
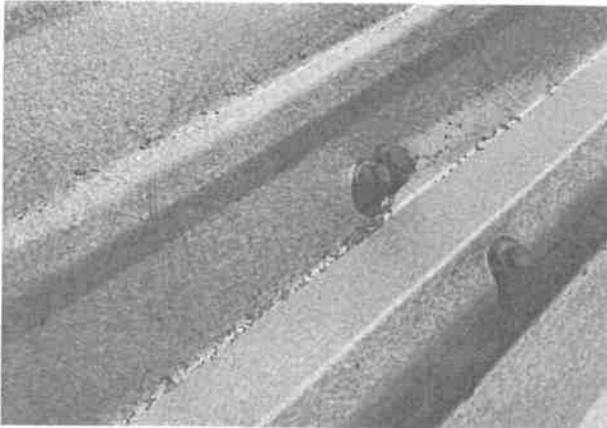
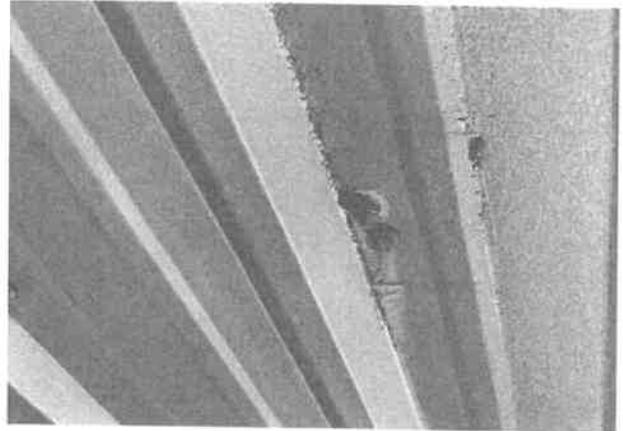
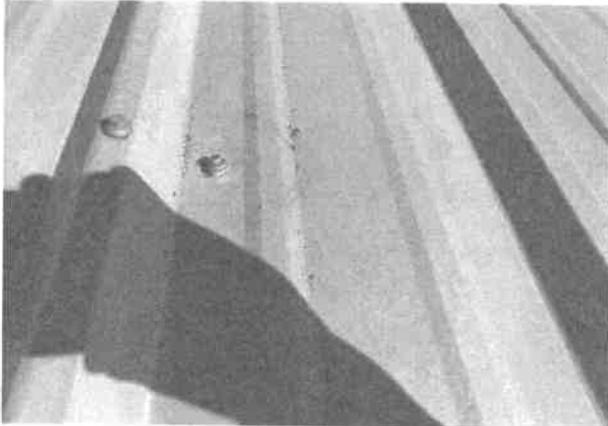
ATTACHMENT F



ATTACHMENT F



ATTACHMENT F





FORTRESS FENCE

A DIVISION OF CENTURY FENCE CO.
YOUR LINK TO SECURITY

1225 Lakeview Drive, Green Bay, WI 54313

Office (920) 490-9333
Toll Free # (800) 280-1551
Fax (920) 490-9339
Cell Phone (920) 360-8003
Email kkobus@ffence.com

10/24/2019

Phone: 906-863-8408 Fax: 906-863-7392

CF ID: 356215500

Proposal To:

Menominee County Airport
Jeff Lafleur
2801 22nd St.
Menominee, MI 49858

Ship To:

Installed Material Only Prepaid Freight Freight Collect F.O.B. Job Site **Delivery Schedule:**

Description

Attn Jeff Lafleur
Airport Fence Repairs

Remove and replace three line posts and damaged chain link fabric close to the corner of 18th Ave & 22nd street. All material will be supplied by Menominee County Airport.

\$ 972.00

Repair the damaged fence on the end of 25th street. Replace one damaged post and chain link fabric. Priced to do with the repair on 18th Ave. All materials supplied by Menominee County Airport.

\$ 370.00

Furnish and install one yellow double arrow warning sign on the fence on the end of 25th street. Priced to do with the two other repairs.

\$ 202.00

Thank you Jeff

Acceptance: This proposal when accepted in writing by purchaser and by Century Fence Company's Main Office becomes a contract between two parties. The conditions on the attached "Terms and Conditions" sheet are made a part of this contract.

Terms of Payment: Net Cash upon receipt of invoice.

Buyer's signature _____ Date _____

Submitted by _____

Keith Kobus

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MENOMINEE

JOSEPH CIOCHETTO,

Plaintiff,

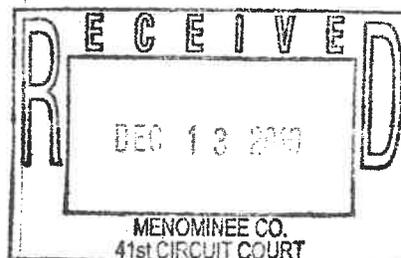
File No. M18-16276-CZ

v.

HON. JOHN B. ECONOMOPOULOS
Assigned Judge

COUNTY OF MENOMINEE, MICHIGAN,
MENOMINEE COUNTY SHERIFF'S
DEPARTMENT, MENOMINEE
REGIONAL AIRPORT AUTHORITY,
KENNETH MARKS, WILLIAM MERKEL,
JASON CARVIUO, JEFF LAFLEUR,
PATRICK SCHMIDT, jointly and severally,

Defendants.



Carl M. Woodard (P37502)
Attorney for Plaintiff
P.O. Box 133
Danville, MI 48819

Arthur Baron (P64174)
Attorney for Defendant Schmidt
412 First St.
Menominee, MI 49858

Bradley C. Yanalunas (P80528)
Attorney for Defendants Menominee
County; Menominee County
Sheriff's Department; Kenneth
Marks; William Merkel; Jason
Carviuo; Jeff LaFleur; and
Menominee Regional Airport
Authority
2851 Charlevoix Dr., SE, Ste. 327
Grand Rapids, MI 49546

ORDER

At a session of said Court held in the Delta County Courthouse,
Escanaba, Michigan, on December 11, 2019.

PRESENT: HONORABLE JOHN B. ECONOMOPOULOS
ASSIGNED JUDGE

This matter having come before the Court on December 11, 2019 on motion of
Defense Counsel Bradley Yanalunas for summary disposition pursuant to MCR
2.116(C)(7), (8), and (10); AND

Defense counsel having properly noticed the matter for hearing for said date at 2:00 p.m. in the 47th Circuit Court at 310 Ludington Street, Escanaba, Michigan; AND

Said notice of hearing having been served upon Carl Woodward, Counsel for the Plaintiff, and upon Arthur Baron, Counsel for Defendant Patrick Schmidt by mail on September 30, 2019; AND

This Court having authorized the telephonic appearance of Defendant Patrick Schmidt by way of a notice of intent to permit telephonic appearance dated November 14, 2019; AND

Attorney Yanalunas having personally appeared on the date of said summary disposition hearing to present oral argument; AND

Plaintiff's Attorney Carl Woodward having failed to attend said summary disposition hearing to present oral argument and having further failed to contact the Court to request either telephonic attendance, or an adjournment or to otherwise explain his absence from said hearing; AND

Defendant Patrick Schmidt's Attorney, Arthur Baron, having likewise failed to attend said hearing either personally or telephonically or to otherwise explain his absence from said hearing; AND

Patrick Schmidt having failed to attend said hearing telephonically or otherwise;
AND

Circuit Court staff having attempted to reach Attorney Baron by telephone shortly prior to the hearing only to receive an answering service message; AND

The Court having elected to receive oral argument from those attorneys and parties who cared or bothered to appear at the scheduled hearing; AND

The Court being otherwise advised:

IT IS ORDERED:

The motion of Attorney Yanalunas for summary disposition is **GRANTED** as follows:

Granted as to Defendant Menominee County on MCR 2.116(C)(7) grounds as to all claims which shall, therefore, be **DISMISSED**.

Granted as to Defendant Menominee County Sheriff's Department on MCR 2.116(C)(7) and 2.116(C)(8) grounds as to all claims which shall, therefore, be **DISMISSED**.

Granted as to Defendant Menominee Regional Airport on MCR 2.116(C)(8) grounds as to all claims which shall, therefore, be **DISMISSED**.

Granted as to Defendant Kenneth Marks on MCR 2.116(C)(7) grounds as to all claims which shall, therefore, be **DISMISSED**.

Granted as to Defendant William Merkel on MCR 2.116(C)(7) grounds as to all claims which shall, therefore, be **DISMISSED** and on 2.116(C)(8) grounds as to the malicious prosecution claim which shall, therefore, be **DISMISSED** on those grounds as well.

Granted as to Defendant Jason Carviou on MCR 2.116(C)(7) grounds as to all claims which shall, therefore, be **DISMISSED**.

Granted as to Defendant Jeff LaFleur on MCR 2.116(C)(7) grounds as to all claims which shall, therefore, be **DISMISSED**.

IT IS FURTHER ORDERED:

The Court hereby orders *sua sponte* that the Malicious Prosecution claim against Defendant Patrick Schmidt is DISMISSED on MCR 2.116(C)(8) grounds.

IT IS FURTHER ORDERED:

All ordered dismissals are with prejudice.

IT IS FURTHER ADVISED:

The only remaining claim that has not been dismissed as part of this Order is the Plaintiff's Defamation claim against Defendant Patrick Schmidt. It was the Court's intent to conduct a pretrial on that remaining matter at the time of the summary disposition hearing but the absence of Plaintiff's Counsel, Mr. Schmidt's Counsel, and Mr. Schmidt did not enable the Court to do so.

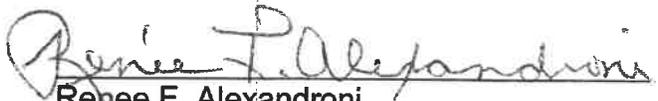
12-11-2019
Date


Honorable John B. Economopoulos
Circuit Court Judge

PROOF OF MAILING

I certify that on the date listed below, I sent by first-class mail a copy of this Order to the Attorneys at the addresses listed above.

12-12-19
Date


Renee F. Alexandroni
Official Court Reporter

Approved, SCAO

Original - Court
1st copy - Plaintiff/Petitioner
Other copies - Defendant(s) Respondent(s)
PROBATE JIS CODE: DSM

STATE OF MICHIGAN
JUDICIAL DISTRICT
41ST JUDICIAL CIRCUIT
COUNTY PROBATE

DISMISSAL
Non Service/No Progress

CASE NO.
19-016333-AA-*

Court Address COURTHOUSE
839 10TH AVENUE
MENOMINEE, MI 49858

Court telephone no.
906-863-9968

Plaintiff's/Petitioner's name(s) and address(es)
JOSEPH CIOCHETTO
3013 13TH STREET
MENOMINEE, MI 49858

V

Defendant's/Respondent's name(s) and address(es)
MENOMINEE REGIONAL AIRPORT
839 10TH AVENUE
MENOMINEE, MI 49858

Plaintiff's/Petitioner's attorney, bar no., address, and telephone no.
CARL M. WOODARD P-37502
PO BOX 133
DANSVILLE, MI 48819
517-303-4857

Defendant's/Respondent's attorney, bar no., address, and telephone no.
PRO PER

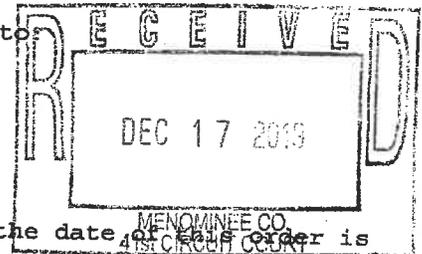
Probate In the matter of _____
 Juvenile In the matter of _____

ORDER TO DISMISS

- 1. The court records disclose that defendant(s)/respondent(s) have not been timely served with process according to court rule.
- 2. Progress has not occurred as specified in the notice of intent to dismiss.
- 3. There has been no progress in this case since 05102019 _____ and the parties have been notified by INTENT TO DISMISS AS FILE ~~to~~ appear on 11/14/2019 and did not appear.
Date _____ Method of notification _____ Date and time _____

IT IS ORDERED that this case is dismissed without prejudice as to

- all parties.
- the following defendant(s)/repondent(s):



DIVORCE ACTIONS: Child support, if any, owing to the state on the date of this order is preserved.

12-13-19
Date

[Signature]
Judge/Court clerk/Register Bar no.

NOTICE OF DISMISSAL

Notice of dismissal without prejudice in this case is filed. A copy of this notice has been provided to the parties in this case as specified by court rule.

12/17/2019
Date

[Signature]
Judge/Court clerk/Register Bar no.