

Please be advised that the Barry County Board of Commissioners has scheduled a Committee of the Whole meeting on December 20, 2016 at 9:00 a.m. for the purpose of:

AGENDA for
Barry County Board of Commissioners - Committee of the Whole
December 20, 2016; 9:00 a.m.; Commission Chambers
For more information go to: www.barrycounty.org

- 9:00 Pledge of Allegiance
- 9:00 Public Comment
- 9:00 Don Lehman – 2017 Agreement with MSU for Cooperative Extension Services
- 9:10 Michael Brown -
- 1) Resolution and Agreement with Barry County United Way for Veterans Services
 - 2) Budget Amendment D-16
 - 3) Resolution for Year-End Transfers
 - 4) Resolution to Transfer Surplus Funds
 - 5) Resolution to Approve Construction Manager Owner Contract for Courthouse Renovation Project
- 9:40 Commissioner Conner - Request to Discuss Hiring a Human Resource Director for the County
- Public Comment
- Adjournment

Unless otherwise posted in accordance with the Open Meetings Act, Board of Commissioners meetings are held at the Barry County Courthouse, Commissioners Chambers, 220 W. State St., Hastings, MI 49058. Questions regarding the meeting may be addressed to Michael Brown, Barry County Administrator, Barry County Courthouse, 220 W. State St., Hastings, MI 49058; (269) 945-1284.

Meetings of the Barry County Board of Commissioners are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, political affiliation, sexual orientation, gender identity or disability. Barry County will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting/hearing, to individuals with disabilities at the meeting/hearing upon four (4) business days notice to the County. Individuals with disabilities requiring auxiliary aids or services should contact the County by writing or calling: Michael Brown, County Administrator, Barry County, 220 W. State St., Hastings, MI 49058; 269-945-1284.

Only members of the Barry County Board of Commissioners shall be given the floor to speak during any Board meeting, except 1) Anyone who desires to speak under Limited Public Comment; 2) County officials and/or personnel may speak with the consent of the Chairperson; 3) Any person, with the consent of the Chairperson and/or a majority of the Board; 4) Public comment shall be limited to no more than three minutes per individual and at the times designated as stated above, except where extended privileges are granted by the Chairperson.

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: December 20, 2016, Committee of the Whole

DEPARTMENT: MSU Extension

PREPARED BY: Don Lehman

SUBJECT: Barry County / MSU Extension 2017 Work Agreement

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the 2017 agreement between Barry County and Michigan State University for access to MSU Extension programming.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

DESCRIPTION OF ACTION:

An agreement between Barry County and Michigan State University Extension, where MSUE will provide access to programs in all four MSUE Institutes, and Barry County will provide an annual assessment that will help fund Extension services for Barry County residents in 2017. The assessment (\$52,745) includes operating expenses for certain Extension personnel and the operation of the County 4-H program. The county also provides an additional \$60,701 that funds a MSU Extension clerical person for the local Barry County MSUE office.

TIME FRAME OF ACTION:

FUNDING REQUIRED: YES NO

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: General Fund transfer
3. AMOUNT REQUESTED: \$113,446
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) Quarterly Payments
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: None

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: Renewal

ANY OTHER PERTINENT INFORMATION: The funding is based on the 2017 approved budget.

CONTACT PERSON WITH PHONE NUMBER: Don Lehman, 616-902-2849

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into this 15th day of December, 2016 by and between Barry County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION ("MSUE").

WHEREAS the United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

WHEREAS MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

WHEREAS For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

WHEREAS It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

WHEREAS MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community & Economic Development, Natural Resources

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. 0.5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").

6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will Provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient Office space to house Extension staff as agreed upon between the County and the MSUE District Coordinator.
 - b. Utilities, including telephone & telephone service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible
3. Clerical support staff for the MSUE office as agreed upon between the County and MSUE District Coordinator that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

1 FTE MSU employed Clerical Support Staff Funding

Optional:

4. Funding for additional Extension educators at **\$0**.
5. Funding for additional 4-H program capacity **0** FTE
6. Funding for additional paraprofessional(s) at **0** FTE

7. Total Annual Assessment in the amount of **\$113,446.**

Payments due and payable under the terms of this Agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Room 160 Justin S. Morrill Hall of Agriculture, 446 West Circle Drive, Michigan State University, East Lansing, MI 48824.

C. Staffing and Financial Summary

A. Base Assessment (includes 0.5 FTE 4-H Program Coordination) **\$52,745.**

ADDITIONAL PERSONNEL

B. 1 FTE Clerical Support Staff to be employed by MSU \$60,701.
C. 0 FTE Educator (Program Area) \$0.
D. 0 FTE Additional 4-H Program Coordination \$0.
E. 0 FTE Additional paraprofessional staff \$0.

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2017: \$113,446.

I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2017 the first day of the County budget year 2017 and shall terminate on the last day of such County budget year 2017. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Barry County, Barry County Administration, 220 W State Street, Hastings, Michigan 49508, if to the County.

II. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.

3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Indemnification:** Without waiving any claim of governmental immunity, each party will protect, defend and indemnify the other and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including the other party's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the other party, arising out of the negligence or willful misconduct of the indemnifying party or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of the parties will survive any termination of this Agreement or completion of parties' performance under this Agreement.
7. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

Barry COUNTY

By: _____

By: _____

Daniel T. Evon, Director,
Contract & Grant Administration

Print name: _____

Its: _____

Its: _____

(title)

Date: _____

Date: _____

Appendix A
Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Coordinator. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:

NetRange	35.8.0.0 - 35.9.255.255
CIDR	35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

- 35.9.15.43 (80) (search.msu.edu)
- 35.9.160.36 (1935,443) (authentication)
- 35.8.201.221 & 35.8.201.212 (10020) (ProofPoint)
- 35.9.83.132 (all) (vpn.msu.edu)
- 35.9.81.150 (zoom.msu.edu)
- 35.9.121.189 and 190 (443) (SharePoint)
- 35.8.200.57 (80 and 443) (SharePoint)
- 35.9.121.221, 223, and 225 (443) (Exchange)
- 35.8.200.56 (80 and 443) (Exchange)
- 35.8.200.2—35.8.200.7 (443 TCP, 3478 UDP, 50,000-59,999 TCP/UDP) (Lync)
- 35.8.201.200 (443 TCP) (Lync)
- 35.9.121.238 & 35.9.121.211 (TCP - 80, 443, 445 & TCP/UDP – 135, 137-139, 2701-2704, 49152-65535)
- 35.8.200.58 (80 and 443) (Lync)
- 35.9.14.169 (80 and 443) (D2L – Desire to Learn)

The following applications are necessary on all computers – MS Office (preferably 2013, MSUE provides MS licensing), Lync 2013 Client, Acrobat, Zoom Client, SAP client, VPN client, AntiVirus (SEP can be provided by MSUE). (IE 10 or higher, or most recent version of Chrome and Firefox)

Other notable web server/sites IP addresses:

- CANR.msu.edu – 35.8.201.199
- MSUE.anr.msu.edu – 35.8.201.199
- Events.anr.msu.edu – 35.8.200.220
- web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
- Expression Engine – 35.8.201.215

Web Hosting environment (other ANR websites) – 35.8.201.217

Master Gardener (External) – 128.120.155.54

Extension.org (External) – 152.46.27.147

Msu.zoom.us (External) – 54.165.201.102

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to support@anr.msu.edu, where they will be routed to the best person to assist you.

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW / 12-20-16
DEPARTMENT: County Administration
PREPARED BY: Michael Brown, County Administrator
SUBJECT: Resolution Renewing Agreement with Barry County United Way for Veteran Affairs Services

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners approval of Resolution 16-18, a Resolution Renewing Agreement with Barry County United Way for Veteran Affairs Services.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

DESCRIPTION OF ACTION: See attached resolution and agreement.

TIME FRAME OF ACTION: 2017 through 2019

FUNDING REQUIRED: YES NO

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: Barry County Veteran Affairs Department
3. AMOUNT REQUESTED: \$28,417 (included in 2017 budget)
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) \$29,270 in 2018 and \$30,148 in 2019
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: None

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: Renewal

ANY OTHER PERTINENT INFORMATION: None

CONTACT PERSON WITH PHONE NUMBER:
Michael Brown, County Administrator, 269-945-1284

BARRY COUNTY

BOARD OF COMMISSIONERS

220 W. State St., Hastings, MI 49058
Ph. (269) 945-1284 Fax (269) 948-4884



16-18
12/27/16

BARRY COUNTY BOARD OF COMMISSIONERS RESOLUTION RENEWING AGREEMENT WITH BARRY COUNTY UNITED WAY FOR VETERAN AFFAIRS SERVICES

WHEREAS, the Barry County Board of Commissioners is authorized pursuant to MCL 35.621 *et seq* to establish a County Veteran Affairs Program, and has established such a Program and appointed a County Veteran Affairs Committee; and

WHEREAS, the Barry County Board of Commissioners and the Barry County Veteran Affairs Committee desire to continue contracting with Barry County United Way to perform certain veteran services; and

WHEREAS, the Barry County United Way is qualified to perform veteran services and desires to contract to perform such veteran services for the County.

NOW, THEREFORE, BE IT RESOLVED that the Barry County Board of Commissioners hereby approves contracting with the Barry County United Way for the performance of certain Veteran Affairs services as set forth in the attached Veteran Affairs Services Agreement.

BE IT FURTHER RESOLVED, that the County Clerk and the Chairperson of the Board of Commissioners are hereby authorized to sign the necessary contract documents on behalf of the County.

Craig Stolsonburg, Chair
Barry County Board of Commissioners

Pamela Palmer, Clerk
Barry County

AGREEMENT FOR VETERAN AFFAIRS SERVICES

THIS AGREEMENT, made and entered into this 27th day of December, 2016, by and between the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan and the **BARRY COUNTY VETERAN AFFAIRS COMMITTEE** (hereinafter collectively referred to as the "County"), and **BARRY COUNTY UNITED WAY**, a Michigan non-profit organization, located at 201 S. Broadway, Hastings MI 49058 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County desires the Contractor to provide the services set forth in the attached Exhibit "A", Scope of Work; and

WHEREAS, the services contracted for pursuant to this Agreement are a proper concern of the County and are services that the County could otherwise perform pursuant to law.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

FIRST: Program to be Operated by Contractor. The Contractor shall develop and implement a program to provide the services set forth in the attached Scope of Work, labeled Exhibit "A", which is incorporated by reference into this Agreement and made a part hereof (hereinafter referred to as the "program"). The County Veterans Affairs Committee shall appoint the Contractor's Director or other Contractor staff member as the County Veterans Affairs Officer for the duration of this Agreement.

SECOND: Duties of Contractor. The Contractor, in accordance with the general purposes and objectives of this Agreement as herein specified, shall:

- A. Develop, administer and operate the program.
- B. Provide the necessary administrative, professional and technical staff for the operation of the program, and be responsible for such staff members.
- C. Utilize record and report forms as prescribed.
- D. Submit reports as hereinafter stated.

THIRD: Agreement Period and Termination. The Contractor shall commence performance of the services and obligations required of it hereunder on the 1st day of January, 2017 and shall continue said services through the 31st day of December, 2019, Time Being of the Essence.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of ten (10) days prior written notice to the Contractor. In the event this Agreement is terminated by the County for reasons other than Contractor's breach of this Agreement, the Contractor shall be entitled to receive or retain a sum equal to one-twelfth (1/12th) of the total sum of the compensation stated in the FOURTH section of this Agreement multiplied (x) by the number of months in which the Contractor performed services under this Agreement prior to the effective date of termination. Any funds received by the Contractor that are in excess of this revised sum shall be returned to the County within thirty (30) days of the effective date of termination. It is expressly understood and agreed that in the event of a breach of this Agreement by the Contractor and its termination by the County, the County, in addition to the Agreement's termination, reserves the right to seek any other remedies available in law or in equity.

FOURTH: Compensation. It is expressly understood and agreed that in no event will the total compensation to be paid by the County to the Contractor under this Agreement exceed the sum of Twenty Eight Thousand Four Hundred Seventeen Dollars (\$28,417) in 2017, Twenty Nine Thousand Two Hundred Seventy Dollars (\$29,270) in 2018 and Thirty Thousand One Hundred Forty Eight Dollars (\$30,148) in 2019. The Contractor shall receive said compensation in equal monthly installments, or as otherwise directed by the Barry County Administrator. Payment by the County to the Contractor is subject to the availability of funds as determined by and in the sole discretion of the Barry County Board of Commissioners.

In the event that the funds granted in this Agreement or any portion thereof are found to be unauthorized by either the laws of the State of Michigan, an opinion issued by the Michigan Attorney General, a Michigan Court Decision, or in any future audit of the County, the Contractor shall reimburse the County for all such funds found to be unauthorized.

FIFTH: Fees, Charges or Contributions. Under no circumstances shall fees or charges of any nature be solicited or required by the Contractor for services provided by the Contractor under this Agreement, without the prior written approval of the County.

SIXTH: Title and/or Ownership of Equipment Purchased with Agreement Funds. Any and all equipment purchased solely by funds authorized by this Agreement, the cost of any single item of which exceeds FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), shall be and remain the property of the County. Such property shall be delivered to the County or otherwise used or disposed of within thirty (30) days after the termination of this Agreement.

SEVENTH: Expenditure and Receipt Reports. The Contractor shall prepare and submit expenditure and receipt reports as requested by the County.

EIGHTH: Semi-Annual and Evaluation Reports. The Contractor shall prepare and submit to the County Board of Commissioners and the County Veterans Affairs Committee the following reports:

- A. Semi-annual reports, including programmatic and financial data, on the activities of the Contractor and the services provided pursuant to this Agreement, shall be submitted on or before July and January.
- B. Further evaluation reports when and as requested by the County.

The County shall determine what information shall be contained in each of the aforementioned reports. If any report is not completed to the satisfaction of the County, the County shall return the same to the Contractor, setting forth the additional information desired. The Contractor shall resubmit the report with the appropriate changes no later than two (2) weeks after its return by the County. The Contractor shall submit any other reports to the County when and as requested by the County, provided at least two (2) weeks' prior written notice is given to the Contractor.

NINTH: Report Forms. In the event the County furnishes forms for any of the reports required under this Agreement, such forms shall be used by the Contractor.

TENTH: Access to Books, Documents, Papers and Records. All books, documents, papers and **records pertaining to the performance of this agreement, including**, but not limited to, invoices, vouchers, purchase orders and contracts of the Contractor shall be open to inspection during regular working hours by the County through the Barry County Administrator or his designee. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the Barry County Administrator or his designee shall be entitled to prepare quarterly and/or annual audits of all books and records pertaining to the program.

ELEVENTH: Maintenance of Records. The Contractor shall keep and maintain records covering persons served, the services rendered and expenditures made pursuant to this Agreement for three (3) years after termination of this Agreement or until a final audit has been performed, whichever occurs later. In the event an audit has not been performed within said three (3) year period, the Contractor shall notify the County in writing and request such an audit or permission to dispose of the records.

TWELFTH: Nondiscrimination. The Contractor, as required by law and/or the Barry County Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin,

age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

THIRTHEENTH: Compliance with the Law. The Contractor shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

FOURTEENTH: Independent Contractor. It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. The Contractor's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Contractor shall carry workers' compensation insurance coverage for its employees, as required by law and shall provide the County with proof of said coverage.

FIFTHTEENTH: Indemnification and Hold Harmless. The Contractor shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and

expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of the Contractor, its employees, agents or subcontractors that may arise out of this Agreement. The Contractor's responsibilities to the County and its officers, employees and agents as set forth in this section shall not be mitigated by the insurance coverage obtained by the Contractor pursuant to the requirements of this Agreement.

SIXTEENTH: Liability Insurance. The Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Workers' Compensation Insurance. Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Contractual Liability; (3) Products and Completed Operations; and (4) Independent Contractors coverage.
- C. Motor Vehicle Liability. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per occurrence, and/or aggregate, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.
- D. Additional Insured. The Commercial General Liability Insurance as described above shall include the following as "Additional Insured"; the County, and all of the County's elected and appointed officials, employees and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers thereof, and shall be considered to be primary coverage to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's whether said other available coverage be primary, contributing or excess.

- E. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include on their certificates of insurance, which are to be submitted to the County as required below, an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Barry County Administrator, County Courthouse, 220 W. State St., Hastings, MI 49058."
- F. Proof of Insurance. The Contractor shall provide to the County at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.

SEVENTEENTH: Waivers. No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

EIGHTEENTH: Modifications, Amendments or Waiver of Provisions of the Agreement. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

NINETEENTH: Assignment or Subcontracting. The Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement.

TWENTIETH: Power to Diminish or Terminate Compensation for Failure to Comply with Agreement. In the event that the Contractor fails to fulfill any of the terms or conditions of this Agreement in a timely and diligent manner as determined by the County, the County reserves the right to reduce or diminish or terminate the compensation set forth in the **FOURTH** section in a manner which reflects such noncompliance.

TWENTY-FIRST: Purpose of Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

TWENTY-SECOND: Complete Agreement. This Agreement, Exhibit A, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

TWENTY-THIRD: Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

TWENTY-FOURTH: Non-Beneficiary Contract. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

TWENTY-FIFTH: Certification of Authority to Sign Agreement. The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS INSTRUMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF BARRY

By: _____ Date _____
Craig Stolsonburg, Chair
County Board of Commissioners

By: _____ Date _____
Frank Williams, Chair
County Veteran Affairs Committee

By: _____ Date _____
Pamela Palmer, County Clerk

BARRY COUNTY UNITED WAY

By: _____ Date _____
_____, Chair
Barry County United Way

By: _____ Date _____
Lani Forbes, Executive Director
Barry County United Way

EXHIBIT A

SCOPE OF WORK FOR BARRY COUNTY UNITED WAY

Activities to be Performed:

It is expressly understood and agreed that the Contractor, Barry County United Way, shall perform the following services for veterans and/or their dependents who are legal residents of the Barry County.

1. Assist veterans and their dependents in obtaining benefits they are entitled to under various local, state, and federal laws and programs.
2. Interview and assist veterans, their survivors and dependents in securing benefits under programs providing assistance to veterans such as: service connected disability, disability pension, survivor's pension, death benefits, education, medical/psychological benefits, to include advocating for proper treatment.
3. Assist in preparing claims and supporting documentation, researching and assembling evidence and otherwise documenting claims applications. Ensure veterans have discharge papers and other necessary documentation.
4. Reviewing medical records in order to advise veterans whether disability will be recognized by the Veterans Administration and working with clients to gather medical evidence to support claims. Explaining the requirements of the Veterans Administration and advising on the need for medical professionals to provide clear opinions to be used in claims for disability compensation and health benefits.
5. Reviewing Veterans Administration's claim decisions in order to ensure that the veteran, surviving spouse or dependent was awarded proper benefits as established by current legislation. Preparing and/or directing the preparation of appeals and conducting research for precedents, medical evidence and laws to support the appeal.
6. Overseeing and operating the County Veterans Burial Fund and administering federal benefits to provide an allowance for the burials of eligible wartime veterans and dependents and for installation of grave markers. Preparing paperwork for National Cemetery burials.
7. Overseeing and operating the County branch of the Michigan Veterans Trust Fund and the County Veterans Soldiers and Sailors Relief Fund under the policies as established by the County Veterans Affairs Committee. Assisting veterans and

dependents by providing for housing, food, utilities, prescriptions, transportation and other needs. Conduct intake interviews with applicants for emergency grant assistance. Serve as authorized agent for the Michigan Veterans Trust Fund. Maintaining and monitoring the records for these funds.

8. Interviewing veterans with medical, psychological and alcohol/drug problems and advising on the availability of treatment and hospitalization, and working in coordination with various agencies to arrange admissions, transportation, and custody in emergency situations.
9. Preparing documents for various educational benefits available to veterans including the Michigan Tuition Grant Program.
10. Staying abreast of services available through community agencies and referring veterans to those agencies as appropriate. Coordinating efforts with other human service agencies, including making referrals to DHS, CMH and other service providers.

Services shall be provided between January 1, 2017 and December 31, 2019.

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF:

COW 12-20-16

DEPARTMENT: Administration

PREPARED BY: Michael Brown, County Administrator

SUBJECT: Budget Amendment D-16

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners Approval of Budget Amendment D-16.

<u>SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):</u>
--

DESCRIPTION OF ACTION:

Attached for your consideration is Budget Amendment D-16. There are numerous amendments to general fund revenue line items, however there are few amendments to general fund expenditure line items this time. This amendment incorporates information from budget reports through November 2016, however \$1,261,000 still remains uncollected.

The total budget (revenues and expenditures) for the general fund remains balanced but increases by \$207,208 to \$15,790,653. General fund revenues increase by \$207,208, however general fund expenditures committed to departmental expenses only increase by \$9,982. The remaining \$197,226 is placed in contingency. The remainder of the amendments are for special revenue and other funds.

If you have questions, don't hesitate to contact me.

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: None.

NEW OR RENEWAL: New.

ANY OTHER PERTINENT INFORMATION: None

CONTACT PERSON WITH PHONE NUMBER: Michael Brown or Luella Dennison, 269-945-1284.

BARRY COUNTY GENERAL FUND REVENUE AND EXPENDITURE SUMMARY

SOURCES OF FUNDS	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016	2016	2016
				AMENDED	Amendment	D-16 Amended
TAXES	10,111,898	10,265,326	10,604,181	10,744,757	2,700	10,747,457
LICENSES AND PERMITS	134,382	158,458	120,821	96,650	(9,220)	87,430
FEDERAL AND STATE	2,121,170	2,085,150	2,080,732	2,064,039	(8,150)	2,055,889
CHARGES FOR SERVICES	1,514,923	1,470,107	1,507,205	1,461,047	193,300	1,654,347
RENTS/INTEREST	(170,487)	262,283	198,348	177,156	2,800	179,956
FINES / FORFEITS	29,256	19,746	22,942	17,500	10,000	27,500
OTHER REVENUE/Transfers In	717,091	1,001,267	1,286,016	1,022,296	15,778	1,038,074
TOTAL REVENUE	14,458,233	15,262,337	15,820,245	15,583,445	207,208	15,790,653

EXPENDITURES BY MANDATE	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016	2016	2016
				AMENDED	Amendment	D-16 Amended
MANDATED	10,527,236	10,851,306	10,679,571	11,793,685	9,982	11,803,667
Non-MANDATED/SERVICABLE	3,178,516	3,538,176	3,998,308	2,950,161	-	2,950,161
Non-MANDATED/no service req	252,481	267,855	642,366	339,599	197,226	536,825
PRIOR YR Non-Mandated & LEGISLATIVE	500,000	605,000	500,000	500,000	-	500,000
New Positions/classifications			-	-	-	-
TOTAL EXPENDITURES	14,458,233	15,262,337	15,820,245	15,583,445	207,208	15,790,653

2013	2014	2015	2016	2016	D-16 Amended
-	-	-	-	-	-

BARRY COUNTY GENERAL FUND REVENUE

12/14/2016

ACCT NUMBER	ACCOUNT NAME	2013	2014	2015	2016	2016	2016
		ACTUAL	ACTUAL	ACTUAL	AMENDED	D-16 Amend	AMENDED
TAXES							
402-000	Current Property Taxes	27,921	4	23,828	-	-	-
402-009	2009 Tax Collections	532	-	(4,920)	-	-	-
402-010	2010 Tax Collections	1,152	92	5,767	-	-	-
402-110	2011 Tax Collections	1,909	244	6,056	-	-	-
402-120	2012 Tax Collections	13,353	1,355	110	-	-	-
402-130	2013 Tax Collections	10,013,719	(32,082)	22,674	-	-	-
402-140	2014 Tax Collections	-	10,215,997	(21,894)	-	-	-
402-150	2015 Tax Collections	-	-	10,507,911	-	-	-
402-160	2016 Tax Collections	-	-	-	10,687,230	-	10,687,230
402-170	2017 Tax Collections	-	-	-	-	-	-
420-000	Del. Per. Prop/Tax Value Ch.	274	16,083	558	5,000	-	5,000
421-000	Taxable Value Changes Pd	478	664	383	500	650	1,150
424-000	Tax Reverted Lands	-	-	-	-	-	-
425-000	Trailer Taxes	4,233	6,124	5,700	5,000	950	5,950
426-000	Payments in Lieu of Taxes	5,164	13,569	15,712	4,000	1,100	5,100
429-000	Commercial Forest Reserve	79	26	27	27	-	27
445-009	2009 Interest on Taxes	-	-	-	-	-	-
445-010	Interest on Taxes	-	38	-	-	-	-
445-110	2011 Interest on Taxes	152	28	-	-	-	-
445-120	2012 Interest on Taxes	36,456	19	-	-	-	-
445-130	2013 Interest on Taxes	6,476	36,253	3	-	-	-
445-140	2014 Interest on Taxes	-	6,912	34,841	-	-	-
445-150	2015 Interest on Taxes	-	-	7,425	36,000	-	36,000
445-160	2016 Interest on Taxes	-	-	-	7,000	-	7,000
445-170	2017 Interest on Taxes	-	-	-	-	-	-
	SUBTOTAL	10,111,898	10,265,326	10,604,181	10,744,757	2,700	10,747,457
LICENSES & PERMITS							
476-000	Gun Permit Renewal	10,878	16,432	5,356	-	-	-
476-010	Gun Permits New	18,267	10,440	4,944	-	-	-
477-000	Dog Licenses	65,523	89,816	67,633	51,250	(8,000)	43,250
477-010	Dog License Late Fee	-	4,085	2,595	-	30	30
478-000	Kennel Licenses	600	505	430	500	-	500
479-000	Marriage Licenses	2,020	2,015	2,005	2,000	-	2,000
479-010	Out of State Marriage Fee	509	340	330	100	100	200
480-000	Marriage License Fees Family	5,925	5,985	6,300	5,200	800	6,000
481-000	Marriage Waiver	420	410	380	100	350	450
485-000	Planning Services	30,240	28,430	30,848	37,500	(2,500)	35,000
	SUBTOTAL	134,382	158,458	120,821	96,650	(9,220)	87,430
FEDERAL & STATE							
506-000	EMP Grant	41,348	31,603	34,286	32,000	-	32,000
506-020	Supplemental Fund Grant	226,595	38,378	33,454	115,000	-	115,000
506-030	Hazard Mitigation	-	-	-	-	-	-
506-070	SAP Grant	42,627	29,835	-	-	-	-
540-000	Probate Judges Salary	148,753	148,974	148,874	148,800	-	148,800
541-000	Circuit Court Judges Salary	45,724	45,724	45,724	45,724	-	45,724
542-000	District Court Judges Salary	45,724	45,724	45,724	45,724	-	45,724
543-000	State Court Fund Distribution	212,390	212,152	257,156	211,000	-	211,000
543-010	Jury Fee - Trial Courts	8,850	1,075	-	1,000	1,350	2,350
544-000	Probation Allocated Grant	-	-	2,155	-	-	-
544-030	Caseflow Assistance	16,859	13,320	13,429	13,000	(1,100)	11,900
545-000	Secondary Road Patrol	61,990	54,430	63,951	65,000	-	65,000
545-010	Highway Safety Patrol	-	-	-	-	-	-
545-020	OHSP-UAD	-	-	-	-	-	-
552-000	Byrne Grant - Sheriff	2,357	10,551	21,551	10,500	500	11,000
553-040	State Grant - Sheriff	-	-	-	-	-	-
562-010	Cooperative Reimb-FOC	-	-	-	-	-	-
562-020	Cooperative Reimb-Pros	28,713	-	-	-	-	-
562-030	Cooperative Reimb-Medical	-	-	-	-	-	-
562-040	FOC-PROS Atty Incentive	-	-	-	-	-	-
562-050	State DHS Title IVE - Pros	-	-	-	-	-	-
566-000	State Grants - CJO	27,317	27,317	27,317	27,317	-	27,317

BARRY COUNTY GENERAL FUND REVENUE

12/14/2016

ACCT NUMBER	ACCOUNT NAME	2013	2014	2015	2016	2016	2016
		ACTUAL	ACTUAL	ACTUAL	AMENDED	Amendment D-16	AMENDED
567-000	Marine Safety Program	75,993	54,900	52,900	56,900	(4,000)	52,900
569-000	Crime Victims Rights-Pros	-	-	-	-	-	-
569-010	Crime Victims Rights-Clerk	2,721	2,612	1,981	2,000	(400)	1,600
570-010	Forensic Lab Fees	189	126	9	-	-	-
571-000	State Grant Conv & Tourism	234,584	372,169	163,054	136,440	(6,000)	130,440
572-000	Cigarette Tax	2,355	-	-	-	-	-
574-000	State Sales Tax	888,472	988,933	1,145,422	1,147,434	-	1,147,434
576-000	Liquor Law Enforcement	6,958	6,808	6,767	6,000	1,500	7,500
577-000	Voters Aid Registration	651	519	16,978	200	-	200
580-000	Contributions from Local Units	-	-	-	-	-	-
	SUBTOTAL	2,121,170	2,085,150	2,080,732	2,064,039	(8,150)	2,055,889
CHARGES FOR SERVICE							
601-000	Circuit Court Costs	117,637	111,393	70,558	48,000	10,000	58,000
601-010	Contempt of Court	-	-	275	-	-	-
601-020	Cell Phone Contempt of Court	-	75	750	-	475	475
601-030	Attorney Fees - Criminal	-	-	-	15,000	16,000	31,000
601-040	Attorney Fees - Civil/Criminal	-	-	-	-	-	-
601-101	Circuit Court Late Fees	-	1,407	3,756	5,000	775	5,775
602-000	Circuit Court Bond Costs	6,713	4,204	2,035	2,000	-	2,000
603-000	District Court Costs	373,588	377,883	412,884	412,000	27,000	439,000
604-000	District Court Bond Costs	2,115	2,477	2,885	2,000	2,200	4,200
605-000	District Court Civil Fees	109,156	89,329	85,341	55,000	20,000	75,000
607-010	Filing Fees 215	-	1,274	1,612	-	900	900
607-030	Jury Fees	1,440	1,380	1,860	800	500	1,300
607-040	Trial Fees	-	-	-	-	-	-
607-050	Appeal Fees	-	75	75	25	-	25
607-060	Reinstatement Fees	-	-	1,209	-	1,000	1,000
607-070	Reinstatement Fees	25	25	-	25	-	25
607-080	Motion Fees + PC 215	6,077	4,880	4,780	4,500	-	4,500
607-090	Paternity Fee	191	181	167	150	-	150
607-110	Filing Fees	13,118	12,710	10,432	10,000	-	10,000
607-120	Filing Fee Ordered - C	-	-	31	-	-	-
609-000	Register of Deeds Services	(30)	(21)	80	90	-	90
609-010	Recording Fees	211,398	161,773	173,322	185,000	25,000	210,000
609-020	Record Search	740	14,832	14,748	15,000	2,000	17,000
609-050	Other	-	-	-	-	-	-
609-060	Financing Statements	1,183	584	795	780	-	780
609-070	DNA Sampling	-	-	-	-	-	-
609-080	DNA Sampling (Clerk)	2	3	13	-	-	-
610-000	Real Estate Transfer Tax	198,876	186,787	219,969	210,000	56,000	266,000
611-000	FOC Service Fees	50,651	51,788	52,534	44,000	22,000	66,000
612-000	Investigative Fees	1,007	1,250	1,500	2,000	-	2,000
614-000	MSSR Co. Portion	769	596	632	530	-	530
618-010	Tax Certification Fees	1,686	1,551	6,033	1,000	9,000	10,000
618-020	Tax History Fees	10	6	21	20	-	20
618-030	Tax Search Fees	914	676	430	800	500	1,300
618-050	Other County Treas Serv	634	533	322	500	-	500
621-010	Certified Copies	5,062	6,028	4,673	5,000	-	5,000
621-020	Partnership, Assumed Name	2,194	2,384	1,760	2,500	-	2,500
621-030	Notary Bond Filing	1,176	696	710	700	-	700
621-040	Passport Execution Fees	-	-	-	-	-	-
621-050	Notarial Certs/Power Att	50	55	40	40	-	40
621-060	Other County Clerk Services	2,025	3,124	1,905	2,200	-	2,200
621-070	Record Search	9,416	6,190	34,600	48,000	(1,500)	46,500
621-080	Notorizing-Witnss	1,626	1,410	1,419	1,400	-	1,400
621-090	Campaign Finance Late Fee	-	10	-	-	-	-
621-100	CCW Photos	9,576	9,220	7,455	500	-	500
621-110	Passport Photos	100	-	170	-	-	-
621-120	Vital Records copies	41,112	50,725	59,561	56,000	-	56,000

BARRY COUNTY GENERAL FUND REVENUE

12/14/2016

ACCT NUMBER	ACCOUNT NAME	2013	2014	2015	2016	2016	2016
		ACTUAL	ACTUAL	ACTUAL	AMENDED	Amendment D-16	AMENDED
621-130	DBA/Co-Part Cert/Non-res	51	40	46	50	-	50
621-140	DBA/Co-Part Cert@filing	46	32	48	50	-	50
621-150	DBA/Co-Part Change/Dissol	120	100	153	100	-	100
621-160	DBA/On Time Renewal	204	272	267	300	-	300
622-000	Probate Court Services	18,406	18,478	19,786	17,000	1,500	18,500
623-000	Service Fees Juvenile Court	11,200	9,345	14,389	10,000	(2,000)	8,000
623-010	Probate Costs	-	-	15	-	-	-
623-020	Probate Assessments	117	121	122	100	-	100
623-030	DNA Sampling (Family Div.)	-	-	-	-	-	-
625-000	Sex Offender Registration Fee	160	3,460	4,240	4,250	-	4,250
625-010	Probate Court Fees	14,961	15,856	11,931	14,000	(1,500)	12,500
625-030	Marriage Ceremonies	-	-	-	-	-	-
625-040	Secret Marriage Licenses	-	-	-	-	-	-
625-050	Jury Fees	-	-	-	-	-	-
625-060	Change of Name	130	110	170	100	-	100
625-070	Will Deposits	-	-	-	-	-	-
625-080	Deposit Boxes	-	30	-	20	-	20
625-090	Delayed Registration of Birth	-	-	-	-	-	-
625-110	Adoption Collection Fees	-	20	-	-	-	-
625-130	Certified Copies	3,784	3,735	3,785	3,500	-	3,500
625-140	MOT/PET/ACCT/OBJ/Claim	2,110	2,360	2,210	2,500	-	2,500
625-150	Trust Reg/Will Safe Keeping	275	600	400	300	-	300
625-160	Appeals Probate Court	-	-	-	-	-	-
626-000	District Court Crime Victim	9,403	6,676	6,188	7,000	-	7,000
627-000	Animal Shelter Fees	4,462	2,123	1,107	-	1,000	1,000
629-020	Boat Livery Inspection	156	70	42	100	-	100
629-030	Photographic Services	6,044	6,060	3,496	6,750	(4,000)	2,750
629-040	Vehicle Inspection	1,030	5,595	6,150	5,850	7,150	13,000
629-050	Other Sheriff Services	9,511	68,181	54,976	65,450	(5,000)	60,450
629-060	Gun Permits	1,930	1,305	1,295	1,500	-	1,500
629-070	Kennel Inspections	490	410	470	500	-	500
635-000	Prisoners Board	48,385	24,154	28,348	35,000	(6,500)	28,500
635-010	Diverted Felons	-	-	-	-	-	-
635-080	Fingerprinting	19,947	17,775	16,535	10,850	5,000	15,850
635-090	DNA Sampling (Sheriff)	-	-	50	-	-	-
635-100	DNA Sampling (Sheriff)	4	9	33	-	-	-
639-000	Mapping Department Serv	3,127	5,712	5,467	4,000	2,300	6,300
639-010	IT Department Services	-	-	-	-	700	700
639-020	Abstract Dept. Services	981	380	2,435	5,392	-	5,392
639-030	Assessor Training - Host	-	-	-	-	8,300	8,300
641-000	Transportation of Prisoners	1,738	2,443	2,100	1,500	-	1,500
644-000	Record Copying Fees	107,672	82,907	90,191	85,000	(4,000)	81,000
644-010	Divorce Kits	1,137	790	1,830	1,000	1,000	2,000
645-000	Sale of Meals	299	207	147	250	-	250
646-000	Sale of Office Supplies	100	158	-	75	-	75
646-010	Sale of District Court Forms	23,798	25,983	7,314	3,000	-	3,000
646-020	Sale of Family Court Forms	-	-	247	-	-	-
647-000	Animal Adoption Fees	38,885	39,689	24,914	28,600	-	28,600
647-010	Cremation	3,145	3,660	4,980	3,500	(2,000)	1,500
647-020	Cremation Permits	6,265	7,630	7,035	8,000	-	8,000
647-030	Rabies shots/vet	1,880	2,082	1,222	1,800	-	1,800
647-040	Sterilization Fee (Shelter)	1,630	3,120	1,366	3,000	(2,500)	500
649-000	Sale of Scrap & Salvage	1,103	936	363	100	2,000	2,100
649-010	Sale of Land	-	-	-	-	-	-
673-000	Inmates Pay Phone Revenue	-	-	-	-	-	-
	SUBTOTAL	1,514,923	1,470,107	1,507,205	1,461,047	193,300	1,654,347

BARRY COUNTY GENERAL FUND REVENUE

12/14/2016

ACCT NUMBER	ACCOUNT NAME	2013	2014	2015	2016	2016	2016
		ACTUAL	ACTUAL	ACTUAL	AMENDED	Amendment D-16	AMENDED
FINES & FORFEITS							
656-000	Bond Forfeitures	6,089	4,458	3,560	2,500	10,000	12,500
657-000	Ordinance Fines	23,167	15,288	19,382	15,000	-	15,000
662-000	District Court Civil Fines	-	-	-	-	-	-
	SUBTOTAL	29,256	19,746	22,942	17,500	10,000	27,500
RENTS & INTEREST							
665-000	Interest Earned	(184,903)	216,435	122,461	109,000	-	109,000
665-010	Interest Earned on Payroll	16	15	28	20	-	20
666-000	Loss & Gain on Value	-	-	-	-	-	-
667-000	Rent on Land	-	-	2,820	4,736	2,800	7,536
667-010	Rent on Marine Vehicle	5,400	-	5,400	5,400	-	5,400
667-020	Rent on Equipment	9,000	-	9,000	9,000	-	9,000
667-030	Rent CAC Building	-	-	-	-	-	-
667-040	Rent Mental Health Building	-	-	-	-	-	-
667-050	Rent on Health Dept Bldg	-	45,833	50,000	49,000	-	49,000
671-010	Admin Fee	-	-	8,639	-	-	-
	SUBTOTAL	(170,487)	262,283	198,348	177,156	2,800	179,956
OTHER REVENUE							
675-020	Contributions For Diving	-	-	-	-	-	-
675-030	Contributions for Extraditions	-	-	-	-	-	-
676-000	Smart Tags	-	-	-	-	-	-
678-000	Hospitalization Reimb	-	-	-	3,522	(3,522)	-
679-000	Miscellaneous Revenue	3,074	17,518	2,605	-	-	-
679-010	Miscellaneous Reimbursemen	5,902	9,608	22,756	5,000	8,900	13,900
679-020	FOIA Reimbursement	68	219	127	50	-	50
680-000	Canvassing Reimbursements	7,796	11,202	14,350	3,000	17,000	20,000
681-000	Central Services Cost Reimb	-	-	-	-	-	-
682-000	Reimbursement Dog Damage	-	-	-	-	-	-
683-000	Housing Reimb/State Inmates	15,435	18,200	15,855	15,500	(11,000)	4,500
684-000	Inmate Housing Out Cty Rent	-	-	-	-	-	-
685-000	SSSP Sheriff Reimbursement	14,037	20,398	29,281	21,150	4,000	25,150
685-010	SSSP Prosecutor Reimb.	1,196	426	-	-	-	-
688-000	Insurance/Bond Prem Refund	-	-	-	-	-	-
689-000	Prescription Reimbursement	-	-	-	-	-	-
692-010	Refunds Treasurer	-	25	-	-	-	-
692-020	Refunds Clerk	-	-	-	-	-	-
692-030	Refunds Probate	12,714	12,254	11,017	12,000	-	12,000
692-040	Refunds Prosecutor	2,827	3,541	2,226	1,800	(1,000)	800
692-050	Refunds Sheriff	10,465	-	800	100	1,400	1,500
692-060	Miscellaneous Refunds	355	906	310,589	-	-	-
692-070	FOC Refunds	-	-	-	-	-	-
694-000	Cash Over/Short	1,102	1,049	445	1,000	-	1,000
696-000	Bond or Insurance Recovery	14,213	-	-	-	-	-
	SUBTOTAL	89,184	95,346	410,051	63,122	15,778	78,900
	Interest from Bldg Rehab Fund	-	-	-	-	-	-
	SUBTOTAL	-	-	-	-	-	-
699-234	Bldg Strong Families-UW	-	-	4	-	-	-
699-238	Transfer in from Gypsy Moth	-	18,837	-	-	-	-
699-248	Transfer in from Bldg Rehab	-	181,468	76,937	138,932	-	138,932
699-250	Transfer in From Parks & Rec	-	-	-	-	-	-
699-253	Transfer in from Mstr Land Us	-	15,565	-	-	-	-
699-263	Transfer in from School Liaiso	-	85,052	-	-	-	-
699-286	Transfer in from Juv. Drug Ct.	-	-	-	195,477	-	195,477
699-297	Transfer in from Diverted Fel.	-	-	-	-	-	-
699-372	B.A. Courts & Law fund bal.	-	-	22,124	-	-	-
699-616	100% Umbrella Tax Fund	627,907	604,999	776,900	574,615	-	574,615
699-661	Transfer in from Vehicle Fund	-	-	-	50,150	-	50,150
	SUBTOTAL	627,907	905,921	875,965	959,174	-	959,174
	GENERAL FUND TOTAL	14,458,233	15,262,337	15,820,245	15,583,445	207,208	15,790,653

BARRY COUNTY GENERAL FUND EXPENDITURES Amendment D-16

ACCT NUMBER	ACCOUNT NAME	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016	2016	2016
					AMENDED	+/-	AMENDED
MANDATED SERVICES							
151	Adult Probation	7,868	8,004	9,077	9,546	-	9,546
999-662	Child Care Approp.	402,155	405,574	418,574	418,574	-	418,574
999-673	Child Care Welfare (Hosp)	490	-	-	-	-	-
999-663	Child Care Welfare Approp.	3,000	3,000	-	6,500	-	6,500
215	Clerk	398,564	480,520	467,688	506,250	-	506,250
101	Commissioners	153,293	164,695	162,385	178,270	-	178,270
999-906	Courts & Law Approp.	-	-	-	-	-	-
275	Drain Commissioner	154,694	160,514	166,453	184,601	-	184,601
191	Elections	11,947	49,823	32,808	94,659	-	94,659
225	Equalization	168,337	170,415	170,614	179,182	-	179,182
230	Extraditions	-	-	-	-	-	-
999-353	F.O.C. Building Debt Approp.	82,713	80,063	77,363	74,615	-	74,615
148	Family Court Division	642,861	657,816	668,786	801,210	-	801,210
999-143	Friend of the Court Approp.	323,460	290,267	185,134	290,267	-	290,267
602	Health & Safety Fund Approp.	-	1,672	-	-	-	-
601	Health Dept. Approp	400,000	431,049	459,653	459,653	-	459,653
865	Insurance	288,746	311,512	368,723	372,760	-	372,760
351	Jail	1,833,595	1,809,236	1,817,858	2,038,987	3,926	2,042,913
147	Jury Board	8,386	7,356	3,186	13,500	-	13,500
999-681	Transfer to Life Ins. Fund	1,685	1,685	4,220	2,354	-	2,354
999-677	Retiree Health Ins	42,087	24,453	24,453	29,533	6,056	35,589
648	Medical Examiner	104,821	106,972	109,176	120,359	-	120,359
999-649	Mental Health Approp.	154,500	154,500	154,500	154,500	-	154,500
229	Prosecutor	669,823	687,358	740,963	728,784	-	728,784
236	Register of Deeds	212,917	212,297	227,758	238,230	-	238,230
999-244	Remonumentation	22,414	20,965	23,291	20,452	-	20,452
301	Sheriff	2,669,713	2,723,611	2,695,540	2,995,752	-	2,995,752
999-670	Social Welfare (Admin)	7,840	7,840	7,840	7,840	-	7,840
631	Substance Abuse Approp.	103,375	223,604	81,527	68,220	-	68,220
254	Tax Tribunal Refunds	15,197	19,264	-	19,000	-	19,000
253	Treasurer	213,957	229,355	230,909	242,345	-	242,345
140	Trial Court Criminal/Civil	1,428,798	1,407,886	1,371,092	1,537,742	-	1,537,742
SUBTOTAL		10,527,236	10,851,306	10,679,571	11,793,685	9,982	11,803,667
NON-MANDATED, SERVICE LEVEL REQUIRED							
175	Administration	242,682	246,860	253,869	281,308	-	281,308
999-131	Adult Drug Court Approp.	78,400	78,400	39,200	78,400	-	78,400
355	Animal Control	62,556	65,147	47,456	77,299	-	77,299
430	Animal Shelter	138,956	190,413	163,333	195,647	-	195,647
999-248	Building Rehab Approp	219,935	310,008	372,001	-	-	-
900	Capital	-	-	-	-	-	-
NEW	Capital Replacement Fund Approp	-	-	372,000	-	-	-
334	Court Security	-	80,400	93,477	99,205	-	99,205
265	Courthouse & Grounds	466,878	522,682	490,220	546,026	-	546,026
999-638	Data Processing Approp.	219,935	310,008	372,001	-	-	-
426	Emergency Management	359,832	164,750	132,112	218,300	-	218,300
266	Health Department Building	116,128	124,783	123,014	130,066	-	130,066
999-148	Juvenile Drug Ct. Approp.	42,338	44,416	22,208	44,416	-	44,416
999-668	Juvenile Justice Approp.	65,432	62,428	31,214	62,428	-	62,428
243	Land Information Services	218,704	228,749	260,372	287,141	-	287,141
999-145	Law Library Approp.	11,500	11,500	11,500	11,500	-	11,500
211	Legal Counsel	29,713	84,451	136,421	85,000	-	85,000
331	Marine	120,713	115,313	132,082	131,790	-	131,790
299	Miscellaneous	188,897	197,232	202,612	257,442	-	257,442
315	OHSP Enforcement Grant	-	-	-	-	-	-
317	Snowmobile Enforcement	458	809	602	896	-	896
400	Planning & Zoning	191,796	203,776	186,482	211,201	-	211,201
441	Public Works	-	-	-	-	-	-
333	Road Patrol	102,149	95,531	109,181	115,296	-	115,296
689	Soldier/Sailor Relief	33,062	30,981	13,368	40,000	-	40,000
999-281	Swift & Sure Program	2,500	2,448	2,500	2,000	-	2,000
999-282	56B Sobriety Court	-	-	600	600	-	600
999-981	Vehicle Replacement Approp.	219,935	310,007	372,001	-	-	-
682	Veterans Affairs	28,317	28,584	29,082	36,700	-	36,700
681	Veterans Burial	17,700	28,500	29,400	37,500	-	37,500
SUBTOTAL		3,178,516	3,538,176	3,998,308	2,950,161	-	2,950,161

BUDGET AMENDMENT DETAIL 2016 D-16						
101-	Department	Line Item	Description	2016 Budget	Increase/(Decr)	Amendment
ADJUSTMENTS IN ITALICS HAVE ALREADY BEEN MADE						
225	<i>Equalization</i>	<i>E-745-000</i>	<i>Gas & oil</i>	1,500	(959)	541
		<i>E-807-000</i>	<i>Dues & Subscriptions</i>	1,250	(825)	425
		<i>E-816-000</i>	<i>Contractual Services</i>	17,000	4,887	21,887
		<i>E-851-000</i>	<i>Telephone & Fax</i>	1,100	(500)	600
		<i>E-934-000</i>	<i>Office Equip Repairs & Ma</i>	200	(200)	-
		<i>E-957-000</i>	<i>Employee Training</i>	2,000	(1,153)	847
		<i>E-966-000</i>	<i>Software Maintenance</i>	6,300	(1,250)	5,050
					-	
For information - Amendment entered on 11/2/16, Ref#16-13						
265	<i>Building & Grounds</i>	<i>E-777-000</i>	<i>Janitor Supplies</i>	6,700	1,200	7,900
		<i>E-816-000</i>	<i>Contractual Services</i>	64,000	10,000	74,000
		<i>E-921-000</i>	<i>Utilities</i>	170,000	(10,000)	160,000
		<i>E-960-020</i>	<i>Lighting</i>	1,750	400	2,150
		<i>E-961-010</i>	<i>Landscaping</i>	2,000	(1,600)	400
					-	
266	<i>Health Dept. Building</i>	<i>E-808-000</i>	<i>Contractual Serv/Snow</i>	9,000	(2,000)	7,000
		<i>E-816-000</i>	<i>Contractual Services</i>	24,000	2,000	26,000
		<i>E-925-000</i>	<i>Trash Pickup</i>	950	400	1,350
		<i>E-931-000</i>	<i>Bldg Repairs & Maint</i>	3,000	(1,200)	1,800
		<i>E-960-020</i>	<i>Lighting</i>	1,000	800	1,800
					-	
For information - Amendment entered on 11/15/16, Ref#16-14						
140	<i>Trial Court Criminal & Civil</i>	<i>E-703-000</i>	<i>Salary</i>	93,095	20	93,115
		<i>E-704-000</i>	<i>Permanent Salaries</i>	558,140	(420)	557,720
		<i>E-716-050</i>	<i>Pynt in Lieu of Health Ins</i>	8,411	400	8,811
		<i>E-729-000</i>	<i>Postage</i>	9,000	(200)	8,800
		<i>E-807-000</i>	<i>Dues-Subscriptions</i>	3,000	200	3,200
		<i>E-957-000</i>	<i>Employee Training</i>	5,000	(340)	4,660
		<i>E-964-000</i>	<i>Refunds</i>	-	340	340
					-	
148	<i>Family Court</i>	<i>E-704-000</i>	<i>Permanent Salaries</i>	249,890	(3,510)	246,380
		<i>E-704-080</i>	<i>On Call Stipend</i>	-	700	700
		<i>E-705-000</i>	<i>Temporary Salaries</i>	-	2,810	2,810
		<i>E-716-010</i>	<i>Health Insurance</i>	86,410	(12,000)	74,410
		<i>E-716-050</i>	<i>Pynt in Lieu of Health Ins</i>	-	12,000	12,000
		<i>E-809-000</i>	<i>Service Contracts</i>	18,750	(1,315)	17,435
		<i>E-816-000</i>	<i>Contractual Services</i>	6,500	2,500	9,000
		<i>E-835-000</i>	<i>Health Services</i>	4,400	(2,500)	1,900
		<i>E-851-000</i>	<i>Telephone & Fax</i>	3,000	100	3,100
		<i>E-982-000</i>	<i>Books</i>	4,000	1,215	5,215
					-	
For information - Amendment entered on 11/16/16, Ref#16-15						
236	<i>Register of Deeds</i>	<i>E-727-000</i>	<i>Office Supplies</i>	4,026	413	4,439
		<i>E-730-000</i>	<i>Printing</i>	450	(413)	37
					-	
For information - Amendment entered on 11/17/16, Ref#16-16						
151	<i>Adult Probation</i>	<i>729-000</i>	<i>Postage</i>	618	(302)	316
		<i>809-000</i>	<i>Service Contracts</i>	700	302	1,002
					-	
For information - Amendment entered on 11/29/16, Ref#16-						
275	<i>Drain Commissioner</i>	<i>727-000</i>	<i>Office Supplies</i>	425	300	725
		<i>745-000</i>	<i>Gas & Oil</i>	2,500	(550)	1,950
		<i>851-000</i>	<i>Telephone & Fax</i>	1,100	550	1,650
		<i>934-000</i>	<i>Office Equip Rep. & Maint</i>	100	(100)	-
		<i>957-000</i>	<i>Employee Training</i>	2,500	(200)	2,300
					-	

BUDGET AMENDMENT DETAIL 2016			D-16	Page 2		
101-	Department	Line Item	Description	2016 Budget	Increase/(Decr)	Amendment
301	Sheriff	729-000	Postage	500	50	550
		745-000	Gas & Oil	97,500	(20,000)	77,500
		748-000	Other Supplies	2,500	500	3,000
		778-000	Diving Supplies	1,000	8,000	9,000
		807-000	Dues-Subscriptions	3,000	1,000	4,000
		813-000	Dry Cleaning & Laundry	7,520	(4,000)	3,520
		851-000	Telephone & Fax	19,500	(4,000)	15,500
		861-000	Travel	600	124	724
		932-000	Equip Repairs & Maint	7,000	1,000	8,000
		933-000	Vehicle Repairs & Maint	42,050	7,000	49,050
		957-000	Employee Training	12,000	2,400	14,400
		960-000	Misc. Exp.	2,600	7,926	10,526
					-	
331	Marine	745-000	Gas & Oil	14,000	(5,000)	9,000
		932-000	Equip. Repairs & Maint.	5,000	5,800	10,800
		957-000	Employee Training	900	(800)	100
					-	
351	Jail	742-000	Food Provisions	145,000	(10,500)	134,500
		747-000	Kitchen Supplies	10,000	10,500	20,500
		835-000	Health Services	200,000	(15,000)	185,000
		921-000	Utilities	100,000	(10,000)	90,000
		931-000	Bldg. Repairs & Maint.	35,000	25,000	60,000
					-	
For information - Amendment entered on 11/30/16, Ref#16-18						
301	Sheriff	727-000	Office Supplies	4,200	500	4,700
		729-000	Postage	550	100	650
		809-000	Service Contracts	60,766	(600)	60,166
					-	
331	Marine	745-000	Gas & Oil	9,000	(1,766)	7,234
		748-000	Other Supplies	1,600	(1,537)	63
		932-000	Equip Repairs & Maint.	10,800	3,303	14,103
					-	
For information - Amendment entered on 12/5/16, Ref#16-19						
175	Administration	E-861-000	Travel	2,000	100	2,100
		E-957-000	Training	1,500	(100)	1,400
					-	
236	Register of Deeds	E-729-000	Postage	100	(37)	63
		E-851-000	Telephone	600	37	637
					-	
253	Treasurer	E-729-000	Postage	2,285	1,113	3,398
		E-851-000	Telephone & Fax	600	(291)	309
		E-861-000	Travel	200	(200)	-
		E-914-020	Tax Bond	3,000	201	3,201
		E-957-000	Employee Training	550	(494)	56
		E-966-000	Software Maint.	5,000	(329)	4,671
					-	
For information - Amendment entered on 12/8/16, Ref#16-20						
351	Jail	706-000	Overtime Salaries	44,700	3,176	47,876
		931-000	Bldg. Repairs & Maint.	60,000	750	60,750
					3,926	
		These amendments both have General Fund revenue increases to offset expenditures:				
		101-000-679-010	Misc. Reimb., \$3176 received from Mental Health and \$750 received from MMRMA for lightning strike damage to equipment.			
890	Contingency	E-960-000	Misc. Exp.	55,273	197,226	252,499
999	Retiree Health Ins. Approp	E-677-000	Approp Transfer out	29,533	6,056	35,589

Fund #	Fund Name	ACTUAL BALANCE 12/31/2015	2016 Amended Revenue	2016 Amended Expenses	PROJECTED BALANCE 12/31/2016	2016 Amended Revenues	2016 Amended Expenses	PROJECTED BALANCE 12/31/2016
101	GENERAL FUND	2,286,422	15,393,955	15,393,955	2,286,422	15,790,653	15,790,653	2,286,422
	SPECIAL REVENUE FUNDS							
201	Road Commission	6,419,613	10,561,261	10,180,514	6,800,360	-	-	6,800,360
205	Central Dispatch	911,567	1,901,037	2,022,515	790,089	-	-	790,089
208	Charlton Park	78,320	562,405	562,405	78,320	568,905	641,505	5,720
215	Friend of the Court	800,909	1,135,887	1,089,637	847,159	-	-	847,159
216	Bench Warrant Fund	1,360	-	-	1,360	-	-	1,360
226	Sheriff's K-9 Donation Fund	2,460	-	-	2,460	-	-	2,460
227	Animal Shelter TNR Grant 2016	29,934	-	24,000	5,934	5,800	24,000	11,734
228	Solid Waste	204,947	56,600	110,000	151,547	-	-	151,547
229	Two Seven Oh - TNR Grant	-	-	-	-	-	-	-
230	Animal Shelter TNR Grant	-	-	-	-	-	-	-
231	C SNIP Donation Fund	1,921	-	-	1,921	-	-	1,921
232	Animal Shelter Donation	107,554	25,000	31,000	101,554	-	-	101,554
233	Community Resource Network	12,183	7,000	7,000	12,183	-	-	12,183
236	Remonumentation Grant	18,507	69,787	69,437	18,857	-	-	18,857
244	Commission on Aging Building	515,690	950	-	516,640	-	-	516,640
247	Thornapple Manor Depreciation	286,318	1,000	-	287,318	-	-	287,318
248	Building Rehabilitation	2,172,201	11,461	1,382,272	801,390	-	-	801,390
249	Capital Replacement	372,000	-	-	372,000	-	5,000	367,000
250	Parks & Recreation	28,822	34,675	34,675	28,822	-	-	28,822
252	Agriculture Promotion	3,125	-	1,000	2,125	-	-	2,125
255	Economic Development	-	107,394	107,394	-	-	-	-
256	Register of Deeds Automation	105,396	53,440	80,000	78,836	62,900	85,000	83,296
259	Corrections Officer Trng.	48,675	11,500	14,000	46,175	-	-	46,175
260	Victims Services Unit Grant	4,384	2,220	5,360	1,244	-	-	1,244
264	Concealed Pistol Licensing	14,231	39,000	-	53,231	-	-	53,231
265	Drug Law Enforcement	120	-	-	120	-	-	120
266	Special Investigation	7,753	104	-	7,857	-	-	7,857
267	Crime Victims Rights Week Grant	23,584	54,189	53,417	24,356	-	-	24,356
269	Law Library	10,115	18,000	18,000	10,115	18,000	21,203	6,912

Fund #	Fund Name	ACTUAL BALANCE 12/31/2015	2016 Amended Revenue	2016 Amended Expenses	PROJECTED BALANCE 12/31/2016	2016 Amended Revenues	2016 Amended Expenses	PROJECTED BALANCE 12/31/2016
275	Commission on Aging	625,042	1,687,789	1,627,353	685,478	-	-	685,478
276	CDBG Housing	1,200,698	63,500	92,562	1,171,636	-	-	1,171,636
277	Middleville Police Services	82	292,945	292,945	82	-	-	82
279	MSHDA HOME Program	13,312	148,914	148,914	13,312	-	-	13,312
281	Swift & Sure Program	2,759	134,000	132,000	4,759	-	-	4,759
282	56B Sobriety Court	15,186	86,100	86,100	15,186	-	-	15,186
283	Community Corrections	5,207	92,294	92,115	5,386	-	-	5,386
285	Adult Drug Court	268,706	190,400	178,400	280,706	-	-	280,706
286	Juvenile Drug Court	675,363	163,826	374,572	464,617	-	-	464,617
287	Michigan Justice Training Fund	15,197	5,545	6,294	14,448	5,545	6,500	14,242
290	Social Welfare	91,090	7,840	7,840	91,090	-	-	91,090
292	Child Care Probate/Welfare	2,074,912	1,032,952	1,127,894	1,979,970	-	-	1,979,970
294	Veterans' Trust	7,665	7,500	7,500	7,665	-	-	7,665
295	Airport	458,795	1,056,500	1,365,050	150,245	-	-	150,245
297	Diverted Felons	320,526	105,200	130,000	295,726	-	-	295,726
DEBT SERVICE FUNDS								
352	Friend of the Court Renovation Debt	32,201	74,613	75,113	31,701	-	-	31,701
354	Yankee Springs Water Tower Debt	597	43,226	43,207	616	-	-	616
355	Middleville Water Debt 2006 B	17	12,451	12,444	24	-	-	24
356	Middleville Water Debt 2006 A	20	63,219	63,206	33	-	-	33
357	Fawn Lake Sewer Debt	389	36,905	36,893	401	-	-	401
358	Yankee Springs Arsenic Removal	3,475	26,176	26,163	3,488	-	-	3,488
359	Finkbeiner/Crane Debt	30,619	80,245	80,245	30,619	-	-	30,619
360	TM Bldg Auth 2012	3,722	359,550	359,550	3,722	-	-	3,722
361	Road Comm. Series 2016 Debt Serv.	-	22,250	22,250	-	-	-	-
368	TM 2006/2012 Refunding	391,972	1,359,700	1,361,700	389,972	-	-	389,972
374	Middleville Sewer Debt 1999	417	86,599	86,550	466	-	-	466
377	Leach-Middle Lakes Sewer Debt	109	175,031	174,989	151	-	-	151
CONSTRUCTION FUNDS								
461	Road Comm 2016 Constr	-	4,530,780	4,530,780	-	4,531,341	4,531,341	-
466	BA Thornapple Manor	-	-	-	-	-	-	-
472	McKeown Bridge Park	8,721	-	-	8,721	-	-	8,721

Fund #	Fund Name	ACTUAL BALANCE 12/31/2015	2016 Amended Revenue	2016 Amended Expenses	PROJECTED BALANCE 12/31/2016	2016 Amended Revenues	2016 Amended Expenses	PROJECTED BALANCE 12/31/2016
ENTERPRISE FUNDS								
512	Thornapple Manor	2,362,698	17,620,500	17,600,000	2,383,198	-	-	2,383,198
513	Delinquent Tax Revolving 2013	600,078	-	-	600,078	128,072	728,150	-
514	Delinquent Tax Revolving 2014	432,912	-	-	432,912	243,925	25,000	651,837
515	Delinquent Tax Revolving 2015	1,438	-	-	1,438	212,782	5,000	209,220
516	Tax Umbrella	9,453,434	750,000	2,324,615	7,878,819	848,226	2,325,115	7,976,545
517	Foreclosure	939,110	-	1,000	938,110	-	-	938,110
588	Transit	3,025,471	1,400,640	1,302,086	3,124,025	-	-	3,124,025
595	Commissary	146,098	120,000	110,000	156,098	-	-	156,098
INTERNAL SERVICE FUNDS								
637	Data Processing	1,788,011	-	461,900	1,326,111	-	-	1,326,111
660	Telephone	46,826	40,425	40,425	46,826	-	-	46,826
661	Vehicle	1,734,865	31,812	401,869	1,364,808	-	-	1,364,808
676	Workers Compensation	36,706	190,720	190,720	36,706	182,104	182,104	36,706
677	Health Insurance	347,523	2,256,923	2,256,923	347,523	2,111,821	2,105,672	353,672
678	Disability	184,946	94,016	94,016	184,946	-	-	184,946
680	Fringe Benefits	1,116,846	198,417	198,417	1,116,846	-	-	1,116,846
681	Life Insurance	752	52,000	52,000	752	-	-	752
682	Retirement	91,409	3,706,382	3,706,382	91,409	-	-	91,409
683	Dental Insurance	114,136	90,893	90,893	114,136	-	-	114,136
684	Unemployment	140,792	43,815	43,815	140,792	-	-	140,792

BUDGET AMENDMENT DETAIL 2016 D-16

Department	Line Item	Description	2016 Budget	Increase/(Decr)	Amendment	
215 Friend of the Court	E-143-704-000	Permanent Salaries	672,694	(340)	672,354	
	E-143-716-050	Pymt in Lieu of Health Insurance	35,325	300	35,625	
	E-143-719-020	Disability Administration	385	20	405	
	E-143-719-030	Disability Claims	6,727	20	6,747	
	E-143-748-010	Title ID Supplies	10,000	(3,000)	7,000	
	E-143-809-000	Service Contracts	2,500	(600)	1,900	
	E-143-816-000	Contractual Services	12,350	600	12,950	
	E-143-851-000	Telephone & Fax	4,000	3,000	7,000	
				-		
282 56B Sobriety Court	E-140-704-000	Permanent Salaries	32,270	(356)	31,914	
	E-140-716-010	Health Insurance	11,421	305	11,726	
	E-140-717-000	Life Insurance	84	2	86	
	E-140-719-020	Disability Admin	27	1	28	
	E-140-719-060	WC	350	48	398	
				-		
283 Community Corrections	E-152-704-000	Permanent Salaries	43,257	(106)	43,151	
	E-152-716-010	Health Insurance	9,994	106	10,100	
	E-152-727-000	Office Supplies	750	(174)	576	
	E-152-957-000	Employee Training	300	54	354	
	E-152-966-000	Software Maint.	600	120	720	
				-		
285 Adult Drug Court	E-131-704-000	Permanent Salaries	77,161	(371)	76,790	
	E-131-716-050	Pymt In Lieu of Health Insurance	1,916	371	2,287	
				-		
286 Juvenile Drug Court	E-148-704-000	Permanent Salaries	59,853	(600)	59,253	
	E-148-704-080	On Call Stipend	-	600	600	
				-		
292 Child Care Fund	E-662-700-000	Expenses	123,893	70,000	193,893	
	E-662-704-000	Permanent Salaries	107,114	(1,000)	106,114	
	E-662-704-080	On Call Stipend	-	1,000	1,000	
	E-662-842-004	Residential	250,000	(70,000)	180,000	
					-	
	E-664-704-000	Permanent Salaries	60,054	(456)	59,598	
	E-664-704-080	On Call Stipend	-	456	456	
					-	
	E-668-704-000	Permanent Salaries	45,999	(680)	45,319	
	E-668-704-080	On Call Stipend	-	280	280	
	E-668-716-010	Health Insurance	17,309	400	17,709	
	E-668-717-000	Life Insurance	84	1	85	
	E-668-719-020	Disability Admin	27	1	28	
	E-668-719-050	WC	1,065	(2)	1,063	
	E-668-727-000	Office Supplies	500	100	600	
	E-668-835-000	Health Services	1,000	(100)	900	
					-	
<i>For information - Amendment entered on 11/16/16, Ref#16-15</i>						
208 Charlton Park	R-000-675-012	Foundation Revenue	21,000	4,000	25,000	
	R-000-675-180	Gas & Steam Club	500	2,500	3,000	
				6,500		
	E-751-705-000	Temporary Salaries	22,000	3,000	25,000	
	E-751-716-010	Health Insurance	35,000	13,000	48,000	
	E-751-716-020	Dental/Optical	2,550	2,600	5,150	
	E-751-735-000	Sales Desk	2,000	2,000	4,000	
	E-751-740-000	Exhibit	2,500	(1,000)	1,500	
	E-751-809-000	Service Contracts	5,000	(3,500)	1,500	
	E-751-816-000	Contractual Services	6,000	3,500	9,500	
	E-751-901-000	Advertising	13,000	(2,000)	11,000	
	E-751-931-000	Bldg. Repairs & Maint.	5,169	5,000	10,169	
	E-751-932-000	Equip. Repairs & Maint.	2,500	1,000	3,500	
	E-751-961-020	Grounds & Land Maint.	1,300	1,000	2,300	
	E-751-967-010	Foundation Project	12,000	4,000	16,000	
	E-751-975-011	Gas & Steam Club	1,200	2,500	3,700	
	E-751-979-000	Capital Outlay/Yard & Bldg.	5,550	48,000	53,550	
				79,100		

BUDGET AMENDMENT DETAIL 2016 D-16

	Department	Line Item	Description	2016 Budget	Increase/(Decr)	Amendment
227	Animal Shelter TNR	R-000-554-000	Grant	-	5,000	5,000
		R-000-675-000	Donations	-	800	800
					<u>5,800</u>	
249	Capital Replacement	E-000-980-000	Office Equipment & Furniture	-	5,000	5,000
256	Register of Deeds Autom.	R-000-615-000	ROD Upgrading Technology	53,380	9,520	62,900
		E-236-980-040	Computer Implementation	80,000	5,000	85,000
269	Law Library	E-145-982-000	Books	18,000	3,203	21,203
287	Michigan Justice Training	E-301-960-000	Miscellaneous Exp	6,294	206	6,500
461	Road Comm. 2016 Constr	R-000-665-000	Interest Earned	-	543	543
		R-000-698-000	Bond Proceeds	4,530,780	18	4,530,798
					561	
		E-000-700-000	Expenses	4,530,780	(505,909)	4,024,871
		E-000-999-000	Transfer Out/Approp	-	506,470	506,470
					561	
513	Del. Tax Revolv. 2013	R-000-445-010	Interest on Taxes	-	111,730	111,730
		R-000-445-020	Interest Earned - PRE Denial	-	392	392
		R-000-447-000	Admin Fee	-	12,175	12,175
		R-000-447-020	Adm Fee PRE Denial	-	424	424
		R-000-642-000	Pre-Forfeiture Mailing Notice	-	2,989	2,989
		R-000-665-000	Interest Earned	-	362	362
					<u>128,072</u>	
		E-000-806-000	Legal Fees	-	435	435
		E-000-997-000	Admin Exp	-	10,120	10,120
		E-000-999-000	Transfer Out/Approp	-	717,595	717,595
					728,150	
514	Del. Tax Revolv. 2014	R-000-445-010	Interest on Taxes	-	190,214	190,214
		R-000-445-020	Interest Earned - PRE Denial	-	328	328
		R-000-447-000	Admin Fee	-	44,986	44,986
		R-000-447-020	Adm Fee PRE Denial	-	709	709
		R-000-642-000	Pre-Forfeiture Mailing Notice	-	7,603	7,603
		R-000-665-000	Interest Earned	-	85	85
					<u>243,925</u>	
		E-000-997-000	Admin Exp	-	25,000	25,000
515	Del. Tax Revolv. 2015	R-000-445-010	Interest on Taxes	-	100,945	100,945
		R-000-445-020	Interest Earned - PRE Denial	-	100	100
		R-000-447-000	Admin Fee	-	107,181	107,181
		R-000-447-020	Adm Fee PRE Denial	-	325	325
		R-000-642-000	Pre-Forfeiture Mailing Notice	-	4,081	4,081
		R-000-665-000	Interest Earned	-	150	150
					<u>212,782</u>	
		E-000-997-000	Admin Exp	-	5,000	5,000
516	Tax Umbrella	R-000-445-010	Interest on Taxes	-	4,461	4,461
		R-000-445-020	Interest Earned - PRE Denial	-	744	744
		R-000-447-000	Admin Fee	-	368	368
		R-000-447-020	Adm Fee PRE Denial	-	515	515
		R-000-642-000	Pre-Forfeiture Mailing Notice	-	138	138
		R-000-665-000	Interest Earned	-	124,500	124,500
		R-000-699-000	Approp Transfer in	750,000	(32,500)	717,500
					98,226	
		E-000-806-000	Legal Fees	-	500	500
676	Workers Comp	R-000-600-000	Charges for Services Control	190,720	(12,930)	177,790
		R-000692-000	Other Refunds Control	-	4,314	4,314
					<u>(8,616)</u>	

BUDGET AMENDMENT DETAIL 2016 D-16						
Department	Line Item	Description	2016 Budget	Increase/(Decr)	Amendment	
676	Workers Comp. (cont.)	E-871-719-070	WC Admin	190,720	(8,616)	182,104
677	Health Insurance	R-000-600-000	Charges for Services Control	1,931,855	(150,155)	1,781,700
		R-000-678-000	Hospitalization Reimbursements	160,300	(4,868)	155,432
		R-000-679-000	Contribution from Retirees	51,135	3,865	55,000
		R-000-699-000	Approp Transfer in Control	-	35,589	35,589
		R-000-699-040	Approp Transfer in Retirees	29,533	(29,533)	-
					(145,102)	
		E-852-716-010	Health Insurance Premiums	2,222,307	(157,307)	2,065,000
		E-852-718-030	County Share Retiree OPEB	29,533	6,056	35,589
					(151,251)	

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW 12-20-16
DEPARTMENT: County Administration
PREPARED BY: Michael Brown,
County Administrator
SUBJECT: Resolution to Authorize the Auditor to
Make Final Year-End Transfers

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of Resolution #16-19 To Authorize the Auditor to Make Final Year-End Transfers.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

DESCRIPTION OF ACTION: During the Budget process certain Special Revenue funds that receive an annual appropriation from the General Fund were identified as having fund balances that continue to grow from year to year and/or have fund balances that are larger than may be desired. The funds specifically identified were the Friend of the Court Fund, the Juvenile Drug Court Fund, the Adult Drug Court Fund and the Child Care Fund. This proposed resolution directs the auditors to determine at year end the amount to transfer to these funds from the General Fund to ensure that the fund balances do not grow and to make the necessary transfers.

TIME FRAME OF ACTION: During the audit process for the 2016 budget year.

FUNDING REQUIRED: YES _____ NO x _____

IF YES, ANSWER THE FOLLOWING:

- 1. FUNDING SOURCE (Federal, State, or Local) _____
- 2. IF LOCAL, SPECIFY FUND: _____
- 3. AMOUNT REQUESTED: _____
- 4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _____
- 5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: None.

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: None.

CONTACT PERSON WITH PHONE NUMBER:
Michael Brown, County Administrator, 269-945-1284.

BARRY COUNTY



BOARD OF COMMISSIONERS

220 W. State St., Hastings, MI 49058
Ph. (269) 945-1284 Fax (269) 948-4884

#16-19
12/27/16

Resolution to Authorize Auditor to Make Final Year End Transfers

WHEREAS, the Board of Commissioners has budgeted specific amounts to be transferred from the General Fund to the Adult Drug Court Fund, Friend of the Court Fund, Juvenile Drug Court Fund and Child Care Fund, and

WHEREAS, the Board of Commissioners desires to maintain at current levels, but not increase the fund balances of these funds,

NOW THEREFORE, BE IT RESOLVED that the Barry County Board of Commissioners directs the auditors to determine, within the amount budgeted for the appropriations to these funds in the General Fund, the appropriate amount to transfer to the Adult Drug Court Fund (#285), Friend of the Court Fund (#215), Juvenile Drug Court Fund (#286) and Child Care Fund (#292) from the General Fund after year end to avoid an increase in the fund balance for these funds, and to direct the auditors to make the necessary transfers.

Craig Stolsonburg, Chair
Barry County Board of Commissioners

Pamela A. Palmer, Clerk
County of Barry

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW 12/20/16
DEPARTMENT: County Administration
PREPARED BY: Michael Brown,
County Administrator

SUBJECT: Resolution to transfer 2016 General Fund surplus to Internal Service Funds.

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of Resolution #16-20 To Authorize the Auditor to Transfer 2016 General Fund Surplus Funds to Various Internal Service Funds.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

DESCRIPTION OF ACTION: Historically, due to the prudent spending of General Fund departments, at the end of each year, revenues have exceeded expenditures. In recent years, the Board of Commissioners has authorized the auditors to transfer these surplus funds to various Internal Service funds. This resolution authorizes the auditors to transfer these funds first, in an amount necessary to eliminate any year end deficit that might otherwise exist in an internal service fund, and then equally to the Building Rehabilitation Fund and the Retirement Fund (to be sent to MERS to reduce the unfunded accrued liability for General Fund pension divisions.)

TIME FRAME OF ACTION: During the audit process for the 2016 budget year.

FUNDING REQUIRED: YES _____ NO x _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: None.

NEW OR RENEWAL: Renewal.

ANY OTHER PERTINENT INFORMATION: None.

CONTACT PERSON WITH PHONE NUMBER:
Michael Brown, County Administrator, 269-945-1284.



#16-20
12/27/16

Resolution to Authorize Auditor to Transfer 2016 General Fund Surplus Funds to Various Internal Service Funds

WHEREAS, the Uniform Budgeting and Accounting Act, Public Act 621 of 1978, requires that each local unit of government adopt a balanced budget for all required funds, and

WHEREAS, the County Administrator prepared a recommended 2016 Budget and the County Board of Commissioners adopted the 2016 Budget and has approved numerous amendments to the 2016 Budget throughout the year, as required by the statute; and

WHEREAS, General Fund County Departments have historically managed their budgets in such a fashion as to be able to return a portion of their budget at the end of the fiscal year as unspent because of good fiscal prudence; and

WHEREAS, the Board of Commissioners has historically authorized the Auditor to transfer the unspent funds to the Vehicle Replacement, Data Processing, Capital Replacement and Building Rehabilitation Funds; and

WHEREAS, the County Administrator, upon reviewing the current fund balances and projected needs of each of these funds, recommends that the unspent funds be distributed to any internal service fund that ends the year in a deficit, with the remainder being distributed equally into the Building Rehabilitation Fund and Retirement Fund (to be sent to the Municipal Employees Retirement System to reduce the unfunded accrued liability for the general fund pension divisions.)

NOW THEREFORE, BE IT RESOLVED that the Barry County Board of Commissioners directs the Auditors to transfer surplus General Funds that might exist at the end of 2016 in the following manner: first, in an amount necessary to eliminate any deficit that might otherwise exist in an internal service fund and then equally to the Building Rehabilitation Fund and Retirement Fund (to be sent to the Municipal Employees Retirement System to reduce the unfunded accrued liability for the general fund pension divisions.)

Craig Stolsonburg, Chair
Barry County Board of Commissioners

Pamela A. Palmer, Clerk
County of Barry

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW 12-20-16
DEPARTMENT: County Administration
PREPARED BY: Michael Brown,
County Administrator

SUBJECT: Resolution To Approve and Authorize Execution of Contracts For The Courthouse Renovation Project.

SPECIFIC ACTION(S) REQUESTED: To approve of Resolution 16-21, a Resolution to Approve and Authorize Execution of Contracts For the Courthouse Renovation Project.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

DESCRIPTION OF ACTION: Attached is a Resolution approving an Agreement (AIA Document A134-2009) and Addendum (Addendum to AIA Document A134-9009) between Barry County and Beckering Construction Inc., to provide Construction Manager services for the Circuit Court Holding Area and Security Entrance renovation and remodeling projects at the Barry County Courthouse.

TIME FRAME OF ACTION: Immediate.

FUNDING REQUIRED: YES NO

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: Building Rehabilitation Fund
3. AMOUNT REQUESTED: \$47,575
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: None

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: None.

CONTACT PERSON WITH PHONE NUMBER:
Michael Brown, County Administrator, 269-945-1284

RESOLUTION NO. 16-21

COUNTY OF BARRY

STATE OF MICHIGAN

**RESOLUTION TO APPROVE AND AUTHORIZE EXECUTION OF CONTRACTS
FOR THE COURTHOUSE RENOVATION PROJECT**

Minutes of a regular meeting of the Board of Commissioners of the County of Barry, Michigan, held in the County Building in Hastings, Michigan, on the ___ day of November, 2016, at _____ .m. Local Time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, the County of Barry (the "County") has determined that it is necessary and in the best interest of the County to undertake renovations to the County building including, but not limited to, interior renovations of the lower level secured entrance, holding areas, and Circuit Court facilities, and related improvements (the "Project"); and

WHEREAS, Beckering Construction, Inc. (the "Contractor") was previously selected by the County as the general contractor for improvements to the County Community Building; and

WHEREAS, the County desires to utilize the Contractor as the Construction Manager for the Project; and

WHEREAS, it is necessary for the County to enter into a contract with the Contractor to serve as the Construction Manager for the management and construction of the Project.



650 - 44th Street SE
 Grand Rapids, MI 49548
 Telephone 616.532.8191
 Facsimile 616.532.8193

August 17, 2016

Michael Brown
 Barry County
 220 W. State Street
 Hastings, MI 49058

Re: Barry County Circuit Court Project

Dear Michael,

Per our discussion of July 19, 2016, I have prepared the following CM Proposal for your consideration. Let me know if you have any questions.

As in the past our services would begin with the Pre-Construction Phase, where we prepare budgets, schedules and value engineering suggestions. We then proceed to the bid process, where we solicit bidders, prepare bid scopes, issue addendums, conduct a public bid opening and interview the apparent low bidders. Following County approval of our contract recommendations, Beckering Construction assumes all sub contracts and provides the County with a single overall contract and an umbrella bond to cover all the subs. The project then proceeds to the standard construction phase, where we will supervise and expedite the entire process.

Proposed Circuit Court Budget:

Ground Level Renovations	66,561.00
Court Room Renovations	40,000.00
Second Floor Renovations	136,319.00
Jury Room	16,507.00
Proposed CM Package (Below)	<u>47,575.00</u>

Total Budget: \$306,962.00

CM Fee:

Project Superintendent (3 mos @ 5,000.00)	15,000.00
Project Manager (3 mos @ 1,000.00)	3,000.00
Liability Insurance L/S	900.00
PLM Bond L/S	3,000.00
CM Profit L/S	20,000.00
Superintendent Pickup and Fuel (3 mos @ 750.00)	2,250.00
Cell Phone (3 mos @ 75.00)	225.00
Portable Toilet (3 mos @ 100.00)	300.00
Dumpster (3 mos @ 800.00)	2,400.00
Signage L/S	<u>500.00</u>

Total CM Package: \$47,575.00

Sincerely,

Beckering Construction Inc.



David J. Beckering
 President

DJB/kjs

*mailed
 8/17/16
 KLS*

 **AIA**® Document A134™ – 2009

**Standard Form of Agreement Between Owner and Construction Manager
as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a
Guaranteed Maximum Price**

AGREEMENT made as of the first day of December in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

Barry County
220 W. State Street
Hastings, MI 49058

and the Construction Manager:
(Name, legal status and address)

Beckering Construction Inc.
650 44th Street SE
Grand Rapids MI 49548

for the following Project:
(Name and address or location)

Barry County Courthouse Renovations

The Architect:
(Name, legal status and address)

Landmark Design Group, P.C.
3900 Linden Ave SE, Suite C
Grand Rapids MI 49548

The Owner's Designated Representative:
(Name, address and other information)

Michael Brown, County Administrator
Barry County
220 W. State Street
Hastings, MI 49058

The Construction Manager's Designated Representative:
(Name, address and other information)

David J. Beckering
650 44th Street SE
Grand Rapids, MI 49548

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.

init.

The Architect's Designated Representative:
(Name, address and other information)

Robert Van Putten
Landmark Design
3900 Linden Ave. Suite C
Grand Rapids, MI 49548

The Owner and Construction Manager agree as follows.

Init.

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- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 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 the 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. Upon the Owner's approval of the Control Estimate, the Contract Documents will also include the documents described in Section 2.2.4 and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.5. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

§ 1.4 Contract Sum, Contract Time and Changes in the Work

The Contract Sum is the actual Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee as defined in Section 5.1. The Contract Time is the period of time, including authorized adjustments, allotted in the

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Contract Documents for Substantial Completion of the Work as certified by the Architect in accordance with Section 9.8 of AIA Document A201–2007. The Contract Time shall be measured from the date of commencement of the Construction Phase as established pursuant to Section 2.3.1.2 of this Agreement. Changes in the Work shall be governed by Section 5.2 of this Agreement and not by Article 7 of A201–2007. If, however, the Contract Time has been established in accordance with Section 2.2.4.5, Article 7 of A201–2007 shall control adjustments to the Contract Time.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Control Estimate; the components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Construction Manager submits a Control Estimate for the Work, pursuant to Section 2.2. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect

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when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules, including the Control Estimate and the estimated date of Substantial Completion, except as provided in Section 2.2.4.5. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Control Estimate

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Control Estimate for the Owner's review and acceptance. The Control Estimate shall be the sum of the Construction Manager's estimate of the Cost of the Work and the Construction Manager's Fee and shall include those items set forth in Section 2.2.4 below. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing.

§ 2.2.2 The Construction Manager shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Construction Manager's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 2.2.3 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 2.2.4 The Control Estimate shall include

- .1 a list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 a list of the clarifications and assumptions made by the Construction Manager in the preparation of the Control Estimate, including assumptions under Section 2.2.3, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and the Construction Manager's Fee;

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- .4 the anticipated date of Substantial Completion upon which the Control Estimate is based, and a schedule for the issuance dates of the Construction Documents upon which the anticipated Substantial Completion date relies; and
- .5 a statement as to whether or not the duration from the stated date of commencement of the Construction Phase to the estimated date of Substantial Completion shall become the Contract Time and be subject to the provisions of Article 8 of A201–2007.

§ 2.2.5 The Owner shall authorize the Architect to incorporate the agreed-upon assumptions and clarifications contained in the Control Estimate. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Drawings and Specifications.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner’s approval of the Control Estimate or the Owner’s issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.1.3 Prior to commencement of the Construction Phase, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

(Paragraph Deleted)

§ 2.3.2.3 If the Construction Manager recommends a specific bidder that may be considered a “related party” according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.4 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.5 Upon the Owner’s approval of the Control Estimate, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.6 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

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§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the Owner's approval of the Control Estimate, or within seven days of receiving the Owner's written acknowledgment required by Section 2.2.1, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

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§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Design Phase Services N.C

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

(Paragraph Deleted)

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

2.00 %

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Project Superintendent	15,000.00
CM Management & Fee	23,000.00
Bond & Insurance	3,900.00
Transportation	2,250.00
Cell Phone	225.00
Portable Toilet	300.00
Dumpster	2,400.00
Signage	<u>500.00</u>
Total:	<u>\$45,575.00</u>

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The percent (10% for overhead and fee combined will be added to material and labor costs for changes in work by Change Orders.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed percent (10%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 5.2 Changes in the Work

§ 5.2.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Construction Manager shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

§ 5.2.2 Increased costs for the items set forth in Sections 6.1 through 6.7 that result from changes in the Work shall become part of the Cost of the Work, and the Construction Manager's Fee shall be adjusted as provided in Section 5.1.2.

§ 5.2.3 If the Construction Manager receives any Drawings, Specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Construction Manager shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Construction Manager receives further written instructions from the Owner and Architect.

§ 5.2.4 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be subject to negotiation.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

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§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost.

(Paragraphs Deleted)

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

(Paragraphs Deleted)

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

(Paragraph Deleted)

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

(Paragraph Deleted)

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution

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of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

(Paragraph Deleted)

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not to Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 through 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 through 6.7; and
- .7 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is

consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

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

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

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the thirtieth day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 15th day of the next 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 (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Construction Manager through the end of the period covered by the Application for Payment and for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment.

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

- .1 Take the Cost of the Work as described in Section 6.1.1;
- .2 Add the Construction Manager's Fee, less retainage of percent (%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the preceding Section 7.1.6.1 at the rate stated in Section 5.1.1; or if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of percent (%) from that portion of the Work that the Construction Manager self-performs;

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- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Architect has withheld or withdrawn a Certificate for Payment as provided in the Contract Documents.

§ 7.1.7 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

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

§ 7.1.9 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager'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;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

Init.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Performance Bond 100%	Limit of Liability or Bond Amount (\$0.00)
Payment Bond	100%	
	for Beckering Construction, Inc.	
Refer to sample insurance certificate included		

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 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 Construction Manager 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.)

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

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Owner's Approval of the Control Estimate

§ 10.1.1 Prior to the Owner's approval of the Control Estimate, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

Init.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 In the event of termination of this Agreement pursuant to Section 10.1.1, after the commencement of the Construction Phase but prior to the Owner's approval of the Control Estimate, the Owner shall pay to the Construction Manager under Section 10.1.2 an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to the Owner's Approval of the Control Estimate

§ 10.2.1 Subsequent to the Owner's approval of the Control Estimate, the Contract may be terminated as provided in Sections 14.1.1, 14.1.2 and 14.2.1 of A201–2007. The provisions of Article 14 of A201–2007 do not otherwise apply to this Section 10.2.

§ 10.2.2 In the event of such termination by the Owner, the amount payable to the Construction Manager shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.2 and 10.1.3 of this Agreement, less any compensation that may be awarded to the Owner pursuant to Article 9.

§ 10.2.3 In the event of such termination by the Construction Manager, the amount payable to the Construction Manager shall be in accordance with Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.4 In addition to the Owner's right to terminate this Agreement for cause as provided in Section 14.2.1 of A201–2007, the Owner may terminate this Agreement for convenience as provided in Section 14.4; however, the Owner shall then only pay the Construction Manager an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

- .3 Subtract the aggregate of previous payments made by the Owner.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Control Estimate and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 5.1 and 5.2.4 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 Landmark Design Group Drawings and Specifications dated 12/1/16

(Paragraphs Deleted)

- .5 Other documents:

(List other documents, if any, forming part of the Agreement.)

Beckering Construction CM Proposal Letter of August 17, 2016

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

Init.

OWNER (Signature)

Michael Brown, Administrator
(Printed name and title)


CONSTRUCTION MANAGER (Signature)
David J. Beckering President

(Printed name and title)

Init.

**Addendum to AIA Document A134™—2009 Standard Form of Agreement Between
Owner and Construction Manager as Constructor**

This Addendum by and between the County of Barry, as Owner, and Beckering Construction Inc., as Construction Manager, amends that certain AIA Document A134—2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor (where the basis of the payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price) (the “Agreement”), as of December 1, 2016.

The terms used in this Addendum which are defined in the Agreement and are not otherwise defined herein have the meanings assigned to them in the Agreement.

The provisions of the above-referenced Agreement are amended and supplemented as follows:

Revise Section 1.1 in its entirety as follows:

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents that may be 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.

Revise Section 1.2 in its entirety as follows:

The Construction Manager agrees to act as a fiduciary for and in a relationship of trust and confidence with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager’s professional skill and judgment and to cooperate with the Architect in furthering the interests of the Owner in the Project. The Construction Manger shall furnish construction administration and management services and use the Construction Manager’s best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner.

Revise Section 1.3 in its entirety as follows:

For the Construction Phase, the General Conditions of the Contract shall be AIA Document A201™—2007, General Conditions of the Contract for Construction, any Addenda to the General Conditions, the Supplementary Conditions, and any Addenda to the Supplementary Conditions, which are incorporated herein by reference. The term “Contractor” as used in A201—2007 shall mean the Construction Manager.

Revise Section 1.4 in its entirety as follows:

The Contract Sum is the total Cost of the Work as described in Section 6.1.1, plus the Construction Manager’s Fee as set forth in Section 5.1. The Contract Time is the duration from the date of commencement of the Construction Phase until the date of

Substantial Completion. Changes in the Work shall be governed by Section 5.2 of this Agreement and not by Article 7 of AIA Document A201. If, however, the Contract Time has been established in accordance with Section 2.2.4.5 of this Agreement, adjustments to the Contract Time shall be made in accordance with Article 7 of AIA Document A201.

Insert a new Section 1.5 as follows:

§ 1.5 Standard of Care

The Construction Manager shall perform all services of this Agreement in a reasonably skillful and prudent manner and shall exercise that degree of professional care consistent with that exercised by members of the same profession practicing currently in Michigan under the same or similar circumstances.

Insert a new Section 1.6 as follows:

§ 1.6 Fair and Open Competition

The Construction Manager shall comply with the Fair and Open Competition in Governmental Construction Act, Act 98 of the Public Acts of Michigan of 2011, in soliciting and considering bids and contracting with Subcontractors as part of the Project. The Construction Manager shall require all Subcontractors to comply with the provisions of Act 98 of the Public Acts of Michigan of 2011 with respect to soliciting and considering bids.

Revise the introductory paragraph of Article 2, which immediately precedes Section 2.1, in its entirety as follows:

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction Phase services. If the Owner and Construction Manager agree, after consultation with the Architect, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3.

Revise Section 2.1.1 in its entirety as follows:

The Construction Manager shall provide a preliminary evaluation of the Owner's program, Project budget, and schedule requirements, each in terms of the other.

Revise Section 2.1.2 in its entirety as follows:

The Construction Manager with the Architect shall jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager shall consult with the Owner and Architect regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of

alternative designs or materials, preliminary budgets, possible economies, and possible cost reductions.

Revise Section 2.1.3 in its entirety as follows:

When Project requirements described in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall obtain the Architect's approval of the portion of the preliminary Project schedule relating to the performance of the Architect's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of the Control Estimate, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and estimated date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

Revise Section 2.1.4 in its entirety as follows:

The Construction Manager shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

Revise Section 2.1.5.1 in its entirety as follows:

When the Owner has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

Revise Section 2.1.5.2 in its entirety as follows:

When Schematic Design Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare for the review of the Architect and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

Insert a new Section 2.1.5.3 as follows:

When Design Development Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect and approval by the Owner. During the preparation of the Construction Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

Insert a new Section 2.1.5.4 as follows:

If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

Revise Section 2.1.6 in its entirety as follows:

The Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Construction Manager if the Architect or Owner know of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed subcontractor or supplier.

Revise Section 2.1.8 in its entirety as follows:

The Construction Manager agrees to exercise reasonable skill and judgment in the preparation of schedules and estimates, but does not warrant or guarantee any schedules or estimates or line items within such estimates, even though approved by the Owner, including the Control Estimate and the estimated date of Substantial Completion, except as otherwise provided under Section 2.2.4.5. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance, the Construction Manager shall promptly notify the Architect and Owner in writing.

Revise Section 2.2.1 in its entirety as follows:

In accordance with the preliminary Project schedule established in Section 2.1.3, the Construction Manager shall prepare and submit to the Owner in writing a Control Estimate using current information to update the most recently prepared Preliminary Estimate. The Control Estimate shall be the sum of the then-estimated Cost of the Work

and the Construction Manager's Fee, and is the estimate against which actual costs will be measured.

Revise the last sentence of Section 2.2.3 as follows:

Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment.

Revise Section 2.2.4.2 in its entirety as follows:

- .2 a list of the clarifications and assumptions made by the Construction Manager in the preparation of the Control Estimate to supplement the information contained in the Drawings and Specifications;

Revise Section 2.2.4.4 in its entirety as follows:

- .4 a statement of the actual or estimated date of commencement of the Construction Phase and the estimated date of Substantial Completion, with a schedule of the construction documents issuance dates upon which the estimated date of Substantial Completion is based; and

Revise Section 2.2.5 in its entirety as follows:

The Construction Manager shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall approve it in writing.

Insert a new Section 2.2.6 as follows:

The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed upon assumptions and clarifications on which the Control Estimate is based. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed upon assumptions and clarifications.

Revise Section 2.3.1.2 in its entirety as follows:

The Construction Phase shall commence on the earlier of:

- .1 the Owner's approval of the Control Estimate and issuance of a Notice to Proceed; or

- .2 the Owner's first authorization to the Construction Manager to award a subcontract, or to undertake a portion of the Work with the Construction Manager's own forces, or to issue a purchase order for materials or equipment required for the Work.

Revise Section 2.3.1.3 in its entirety as follows:

Prior to the Owner's approval of the Construction Manager's Control Estimate and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

Delete Section 2.3.2.3 in its entirety.

Revise Section 2.3.2.4 in its entirety as follows:

The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

Revise Section 2.3.2.5 in its entirety as follows:

Promptly after the Owner's approval of the Control Estimate, the Construction Manager shall prepare a schedule in accordance with Section 3.10 of AIA Document A201, including the Owner's occupancy requirements.

Revise Section 2.3.2.6 in its entirety as follows:

The Construction Manager shall provide monthly written reports to the Owner and Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.

Revise Section 2.4 in its entirety as follows:

The Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Construction Manager has specifically agreed in writing to provide such services. In such event, the Construction Manager shall cause such services to be performed by appropriately licensed professionals.

Revise Section 2.5 in its entirety as follows:

In addition to the provisions of Section 10.3 in AIA Document A201, if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop work on the affected area and report the condition to the Owner and Architect in writing. The Owner, Construction Manager and Architect shall then proceed in the same manner described in Section 10.3.2 of AIA Document A201. The Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager and Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager and the Architect have no reasonable objection.

Insert a new Section 2.6 as follows:

Neither the Construction Manager nor Owner waive claims that each may have against the other for incidental, consequential, business disruption or other damages arising out of acts or omissions of the other; provided, however, that any such claims by the Construction Manger against the Owner shall be limited to the terms and limits of coverage of the insurance policies required of the Owner under this Agreement.

Revise Section 3.1.2 in its entirety as follows:

The Owner, upon written request from the Construction Manager, shall furnish evidence of Project financing prior to the start of the Construction Phase and from time to time thereafter as the Construction Manager may request. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work.

Revise Section 3.1.3 in its entirety as follows:

The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

Revise Section 3.1.4 in its entirety as follows:

In the Preconstruction Phase, the Owner shall furnish the following information or services, at the Construction Manager's request, with reasonable promptness and at the Owner's expense. The Construction Manager shall be entitled to rely upon the accuracy of any such information or services, except to the extent that the Construction Manager knows of any inaccuracy.

Revise Section 3.1.4.1 in its entirety as follows:

The Owner shall furnish reports, surveys, drawings and tests concerning the conditions of the site which are required by law.

Revise Section 3.1.4.4 in its entirety as follows:

The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

Insert a new Section 3.1.4.5 as follows:

The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

Revise Section 3.2 in its entirety as follows:

The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager.

~~Delete Section 3.2.1 in its entirety.~~

Revise Section 3.3 in its entirety as follows:

The Owner shall retain an Architect to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in the edition of AIA Document B101, 2007 edition. The Owner shall authorize and cause the Architect to provide those Additional Services described in AIA Document B101, 2007 edition, requested by the Construction Manager which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect, from which compensation provisions may be deleted.

Insert a new Section 3.4 as follows:

§ 3.4 Legal Requirements

The Owner shall determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

Revise Section 4.1.1 in its entirety as follows:

For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

[TO BE INSERTED]

The Construction Manager shall provide a detailed cost analysis at the completion of the design development phase based on documents and specifications created by the Architect.

Delete Section 4.1.2 in its entirety.

Revise Section 4.2.2 in its entirety as follows:

Payments from the Owner are due and payable by the last day of the month provided the Construction Manager's invoice is received by the Owner by the first day of the month and the Owner receives a Certificate for Payment approved by the Architect by the fourteenth day of the month. Amounts unpaid after the date on which payment is due shall bear interest at the rate of two percent (2%) per annum.

Revise Section 5.2.1 in its entirety as follows:

The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201. *The C.M. shall be entitled to an equitable adjustment in Contract time as a result of these changes.*

Revise Section 6.1.1 in its entirety as follows:

The term "Cost of the Work" shall mean the aggregate costs of the subcontracts and supply contracts for the Work, and any costs necessarily incurred by the Construction Manager in the proper performance of the Work if such costs are incurred by the Construction Manager. When performed by the Construction Manager the Cost of the Work shall include only the items set forth in this Article 6. The rates shall be at rates not higher than those customarily charged at the place of the Project.

Delete Section 6.1.2 in its entirety.

Revise Section 6.2.4 in its entirety as follows:

Costs paid or incurred by the Construction Manager for taxes, insurance, contributions (except 401(k) or IRA contributions), assessments and benefits required by law, collective bargaining agreements, or customarily provided to Construction Manager's employees.

Delete Section 6.2.5 in its entirety.

Revise Section 6.5.3 in its entirety as follows:

Costs of removal of debris from the site.

Delete Section 6.5.6 in its entirety.

Revise Section 6.6.1 in its entirety as follows:

That portion directly attributable to this Contract of premiums for insurance and bonds.

Revise Section 6.6.5 in its entirety as follows:

If advance written approval is given by the Owner, royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's prior written consent; provided, however, that such costs of legal defenses, judgment, and settlements shall not be included in the calculation of the Construction Manager's Fee and provided that such royalties, fees and costs are not excluded by the last sentence of Section 3.17 of AIA Document A201 or other provisions of the Contract Documents.

Revise Section 6.6.6 in its entirety as follows:

Data processing costs related to the Work.

Revise Section 6.7.3 in its entirety as follows:

Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement of the Construction Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to

supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.

Revise Section 6.8.1.5 in its entirety as follows:

Except as provided in Section 6.7.3, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement;

Insert a new Section 6.8.1.8 as follows:

Rental costs of machinery and equipment, except as specifically provided in Section 6.5.2.

Delete Sections 6.10, 6.10.1, and 6.10.2 in their entirety.

Revise Section 7.1.3 in its entirety as follows:

Payments from the Owner are due and payable by the ^{20th}~~last~~ day of the month provided the Construction Manager's invoice is received by the Owner by the first day of the month and the Owner receives a Certificate for Payment approved by the Architect by the fourteenth day of the month. Amounts unpaid after the date on which payment is due shall bear interest at the rate of two percent (2%) per annum.

Revise Section 7.1.6.2 in its entirety as follows:

Add the Construction Manager's Fee, less retainage of zero percent (0%). The Construction Manager's fee shall be computed upon the Cost of the Work described in the preceding Section 7.1.6.1 at the rate stated in Section 5.1.1; or if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the preceding Section bears to a reasonable estimate of the probable Cost of the Work upon its completion.

Delete Section 7.1.6.3 in its entirety.

Revise Section 7.1.7 in its entirety as follows:

Except with the Owner's prior approval, payments to Subcontractors included in the Construction Manager's Applications for Payment shall not exceed an amount for each Subcontractor calculated as follows:

- .1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion in the Subcontractor's schedule of values, less retainage of ten percent (10%). Pending final determination of

amounts to be paid to the Subcontractor for changes in the Work, amounts not in dispute may be included as provided in Section 7.3.8 of AIA Document A201 even though the Subcontract Sum has not yet been adjusted by Change Order.

- .2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work 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 Construction Manager to the Subcontractor.
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment by the Owner to the Construction Manager for reasons which are the fault of the Subcontractor.
- .5 Add, upon Substantial Completion of the entire work of the Construction Manager, a sum sufficient to increase the total payments to the subcontractor to one hundred percent (100%) of the Subcontract Sum, less amounts, if any, for incomplete Work and unsettled claims; and, if final completion of the entire Work is thereafter materially delayed through no fault of the Subcontractor, add any additional amounts payable on account of Work of the Subcontractor in accordance with Section 9.10.3 of AIA Document A201. At 50% completion, reduce Subcontractor retainage on succeeding payments to five percent (5%).

Insert the following language at the end of Section 7.2.1:

The amount of the final payment shall be calculated as follows: (a) take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee; (b) subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in Section 9.5.1 of AIA Document A201 or other provisions of the Contract Documents; and (c) subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

Revise Section 7.2.3 in its entirety as follows:

If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within 60

days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified by the Owner's accountants.

Insert a new Section 7.2.5 as follows:

If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

Revise Section 8.1.2.4 in its entirety as follows:

'Certificate of Liability Insurance' will include the following [additional] statement:

"County of Barry, Beckering Construction, Inc., and Landmark Design, and their officers, agents, and employees are additional insured per written contract with respect to general liability for work."

Insert a new Section 8.1.5 as follows:

All insurance provided by the Construction Manager shall be written or endorsed in such manner as to provide the same level and type of coverage for each Subcontractor, in the event any Subcontractor is unable to obtain or maintain similar insurance in full force and effect.

~~Insert a new Section 8.1.6 as follows:~~

~~The Construction Manager shall require each Subcontractor to provide payment and performance bonds, as follows:~~

~~Pursuant to Act 213 of the Michigan Public Acts of 1963 (MCL 129.201 et seq.), each Subcontractor shall furnish satisfactory payment and performance bonds, each in the amount of 100% of the subcontract price, as security for the faithful performance and payment of all of the Subcontractor's obligations under the Contract Documents. The bonds shall be issued by a corporate surety acceptable to the Owner, which is authorized to transact business in Michigan and listed in the current U.S. Department of Treasury Listing of Approved Sureties, Circular 570. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. If the surety on any bond so furnished is declared bankrupt or becomes insolvent or its right to do business is terminated in Michigan, or it ceases to meet the requirements of this subparagraph, the Subcontractor shall promptly, but within ten days thereafter, substitute another bond or bonds and surety, subject to the same qualifications as set forth herein.~~

Insert a new Section 8.2.1 as follows:

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

Insert a new Section 8.3 as follows:

With regard to Section 11.3.7 of AIA Document A201, the Contractor and each of its Subcontractors, Sub-subcontractors, agents and employees shall waive all rights to subrogation against each other for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the Work. However, there shall be no waiver of subrogation between the Owner and Contractor, as the Owner's policies of insurance do not allow such a waiver.

Revise Article 9 in its entirety as follows:

§ 9.1 DISPUTE RESOLUTION FOR THE PRECONSTRUCTION PHASE

§ 9.1.1 Claims, disputes or other matters in question arising out of the performance of the Work or related to this Agreement or breach thereof of which the aggregate amount of the claim or dispute is \$250,000 or less shall be settled in accordance with Article 15 of AIA Document A201, except that in addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any mediation arising under this Section shall be conducted in accordance with the provisions of Sections 9.1.2 and 9.1.3. The location of the mediation and arbitration shall be in Grand Rapids, Michigan. All other disputes and claims in excess of \$250,000 in the aggregate shall be brought before and decided by a court of competent jurisdiction unless the parties agree otherwise. All dispute resolution proceedings shall comply with Section 15.2 of the AIA 201 General Conditions, as modified by the Supplementary Conditions.

§ 9.1.2 Any mediation conducted pursuant to this Section 9.1 shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Any demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 9.1.3 Any claim, dispute or other matter in question not resolved by mediation shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of

§ 9.4.1 Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the 2007 edition of AIA Document A201, General Conditions of the Contract for Construction.

§ 9.4.2 Extent of Contract

This Contract, which includes this Agreement and the other documents incorporated herein by reference including AIA Document A201-2007, General Conditions of the Contract for Construction, Addenda to this Agreement and A201-2007, if any, and Beckering Construction Inc. proposal dated Aug 17, 2016, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager, and approved by the Owner's Board of Commissioners. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

§ 9.4.4 Ownership and Use of Documents

The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager, Subcontractors, Sub-subcontractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner and Architect. The Construction Manager, Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents.

§ 9.4.5 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 9.4.6 Assignment

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 9.4.7 Indemnification

To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner, Architect, Architect's Consultants, and agents and employees

the American Arbitration Association currently in effect, unless the parties mutually agree otherwise.

§ 9.1.4 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration may be made concurrent with a demand for mediation and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 9.1.5 The Owner, Architect, Construction Manager, Subcontractors, and Material Suppliers who have an interest in the dispute shall be joined as parties to the arbitration. The Owner's contract with the Architect and the Construction Manager's with the Subcontractors shall require such joinder. The arbitrator shall have authority to decide all issues between the parties including, but not limited to, claims for extras, delay and liquidated damages, matters involving defects in the Work and rights to payment. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to the Owner-Contractor, Owner-Architect or Owner-Construction Manager Agreements shall be specifically enforceable under prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 9.1.6 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 9.2 DISPUTE RESOLUTION FOR THE CONSTRUCTION PHASE

§ 9.2.1 Claims, disputes or other matters in question arising out of the performance of the Work or related to this Agreement or breach thereof of which the aggregate amount of the claim or dispute is \$250,000 or less shall be settled in accordance with Article 15 of AIA Document A201, except that in addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any mediation arising under this Section shall be conducted in accordance with the provisions of Sections 9.1.2 and 9.1.3. The location of the mediation and arbitration shall be in Grand Rapids, Michigan. All other disputes and claims in excess of \$250,000 in the aggregate shall be brought before and decided by a court of competent jurisdiction unless the parties agree otherwise. All dispute resolution proceedings shall comply with Section 15.2 of the AIA 201 General Conditions, as modified by the Supplementary Conditions.

§ 9.4 OTHER PROVISIONS

of any of them from and against claims, damages (~~including incidental, consequential, business disruption and loss of patient revenues~~), losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from ~~the performance of the contract,~~

- ~~(1) the performance of the Work including, but not limited to, adherence to the approved Project Schedule,~~
- ~~(2) labor related activity, including but not limited to strikes, walk-outs, informational or organization picketing, use of placards, distribution of hand-outs, leaflets or other similar acts at or in the vicinity of the Project or in the vicinity of any other facility where Owner conducts business, and~~
- ~~(3) release of hazardous substances, as defined in MCL 324.20101, on or near the site,~~

but only to the extent caused by the negligent acts or omissions of the Construction Manager, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. To the extent any such claim, damage, loss or expense is caused in part by the negligence of Owner, Construction Manager's indemnity obligation herein shall be reduced by the percentage portion of responsibility attributable to Owner. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Addendum. ~~The Construction Manager shall be solely responsible for all citations and penalties arising out of, or resulting from, the performance of the Work under this Contract.~~

To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Construction Manager and agents and employees of Construction Manager from and against claims, damages (~~including incidental, consequential and business disruption~~), losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from negligent acts or omissions of the Owner in connection with the Project. To the extent such claim, damage, loss or expense is caused in part by the negligence of Construction Manager, Owner's indemnity obligation herein shall be reduced by the percentage portion of responsibility attributed to Construction Manager. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Addendum.

Revise Section 10.2.4 in its entirety as follows:

In addition to the Owner's right to terminate this Agreement far cause as provided in Section 14.2.1 of AIA document A201, the Owner may terminate this Agreement without cause; in such case, the Construction Manager shall be paid as provided in Section 10.2.3.

Delete Articles 11 and 12 in their entirety.

OWNER:
County of Barry

By: Craig Stolsonburg
Its: Chairperson, County Board of
Commissioners

By: Pamela A. Palmer
Its: County Clerk

CONTRACTOR:
Beckering Construction Inc.

By: 
David J. Beckering
Its: President

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: December 20, 2016

DEPARTMENT: Board of Commissioners

PREPARED BY: Vivian Conner,
County Commissioner

SUBJECT: Discuss the need to hire a Human
Resource Director for the County

SPECIFIC ACTION(S) REQUESTED:

To discuss with the Board the needs and benefits of hiring a full time Human Resources Director.

<u>SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):</u>
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DESCRIPTION OF ACTION: To discuss the needs and benefits associated with having a Human Resources professional and if the Board feels there is a need, to direct County Administration to research options and bring back for consideration.

TIME FRAME OF ACTION: Begin researching and bring the results back to the Board of Commissioners in time for the 2018 Budget process as a new position.

FUNDING REQUIRED: YES _____ NO _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED:

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: None

CONTACT PERSON WITH PHONE NUMBER:

Vivian Conner, County Commissioner, 269-838-8740