

**COUNTY OF ALPENA
ALPENA COUNTY REGIONAL AIRPORT**

CONSTRUCTION CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____, 20____, by and between

County of Alpena
Alpena, Michigan

hereinafter referred to as the "OWNER" and

M&M Excavating Co. Inc.
Gaylord, Michigan

hereinafter referred to as the "CONTRACTOR," witnesseth:

That for and in consideration of the payment in the amount of \$ **19,664,000.00** to be made in accordance with the unit prices stipulated in the Proposal of the Contractor, attached, the Contractor hereby agrees to furnish all tools, labor, equipment, and materials, and to build and construct the certain project designated as:

Project Long Name: **REHABILITATE RUNWAY 1-19 TDZ PAVEMENT &
BAK-12 AIRCRAFT ARRESTING SYSTEMS – PHASE 1 NORTH**

Project Location: **Alpena County Regional Airport – Alpena, Michigan**

more specifically described in the Contract Documents and the Construction Plans, being attached hereto as fully as though copies in full herein, to the satisfaction of the project Owner and, in case the United States Government is participating in any portion of the cost of the Work, the Work shall also be subject to inspection and approval at all times by the appropriate federal agencies.

The Contractor agrees, for the consideration set forth in his/her Proposal for the Base Bid, to begin work within ten (10) calendar days after a Notice to Proceed is issued by the Owner and to complete the Work within the schedule indicated on the plans. If the Contractor shall fail to complete the Work within the time limit herein specified, he/she shall pay to the Owner, as liquidated damages, and not in the nature of a penalty, the sum of **\$2,500 for each calendar day delayed beyond the overall contract time of 175 days**. It is understood and agreed between the parties hereto that the said sum fixed as liquidated damages is reasonable in amount, considering the damages that the Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages, because of the difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

The Contractor agrees that he/she shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; obtain at his/her expense all necessary permits; and shall protect, indemnify, and defend the Owner and all his/her officers, agents, or servants against any claim or

liability arising from or based on the violation or any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

It is agreed and understood between the parties hereto that the Contractor agrees to accept, and the Owner agrees to pay for the Work at the prices stipulated in said Proposal, such payment to be in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in the Specifications.

WITNESS OUR HANDS, this ____ day of _____, 20____.

FOR THE OWNER:

County of Alpena

By: _____
(Signature)

(Name) (Title)

ATTEST

By: _____
(Signature)

_____, Secretary

By: _____
(Signature)

FOR THE CONTRACTOR:

M&M Excavating Co. Inc.

(

_____) *(Seal)
(Company Name)

By: _____
(Signature)

(Name) (Title)

ATTEST

By: _____
(Signature)

(Signature)

* Contractor must indicate whether Corporation, Partnership, Company or Individual.

The person signing shall in his/her own handwriting sign the principal's name, his/her own name, and his/her title. Where the person signing for a corporation is other than the President or Vice President, he/she must, by affidavit, as contained herein show his/her authority to bind the corporation.

**COUNTY OF ALPENA
ALPENA COUNTY REGIONAL AIRPORT**

PAYMENT BOND

STATE OF _____)

Bond No. _____

COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS: That _____,
as principal, hereinafter called **Contractor**, and _____,
as **Surety**, hereinafter called Surety, are held and firmly bound unto the County of Alpena as obligee,
hereinafter called the **Owner**, in the amount of

_____ dollars
(\$ _____) for the payment of which Contractor and Surety bind themselves, their
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into a
Contract with Owner for the improvement of Alpena County Regional Airport in accordance with all of the
Contract Documents listed in the General Provisions, Section 10 prepared for the County of Alpena, which
Contract is by reference made a part hereof and is hereinafter referred to as the Contract, and:

WHEREAS Michigan Combined Laws (MCL) 129.201 ET.SEQ. requires the execution of a Payment Bond
under such circumstances, and further sets forth certain notice and time limitations relating to the institution
of actions against the Contractor and the Surety:

NOW THEREFORE, the condition of the above obligation is such that if the Contractor shall promptly
make payments to all persons supplying labor, material, and supplies used directly or indirectly by the
Contractor, or Subcontractor(s), in the prosecution of the Work provided for in said Contract, then this
obligation shall be void, otherwise, the same shall remain in full force and effect.

The Surety hereby stipulates and agrees that any modification, omission, or addition, in or to the terms of
the Contract, including the Plans and Specifications, therefore, shall not affect the obligation of said Surety
under this Bond.

Signed and Sealed this _____ day of _____, 20____.

(PRINCIPAL MUST INDICATE
WHETHER CORPORATION, PARTNER-
SHIP, COMPANY, OR INDIVIDUAL)

(Principal)

THE PERSON SIGNING FOR THE PRINCIPAL SHALL, IN HIS/HER OWN HAND-
WRITING, SIGN THE PRINCIPAL'S NAME
AND HIS/HER TITLE. WHERE THE
PERSON SIGNING FOR A CORPORATION
IS OTHER THAN THE PRESIDENT
OR VICE PRESIDENT, HE/SHE MUST
FURNISH A CORPORATE RESOLUTION
SHOWING HIS/HER AUTHORITY
TO BIND THE CORPORATION.

By: _____
Title: _____

(Affix Surety's Corporate Seal)

Surety

By: _____

Date: _____, 20____

Michigan Resident Agent

By: _____

Date: _____, 20____

(Attach "SURETY'S BOND AFFIDAVIT" on copy of form bound in these Specifications)

**COUNTY OF ALPENA
ALPENA COUNTY REGIONAL AIRPORT**

SURETY'S BOND AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared _____ who, being duly sworn deposes and says that he/she is a duly authorized (resident) (non-resident) insurance agent, properly licensed under the laws of the State of _____, and the State of Michigan, to represent _____ of _____, a company authorized to make corporate surety bonds under the laws of the State of Michigan (the "Surety").

Said _____ further certifies that as agent or attorney-in-fact for the said Surety, he/she has signed the attached bond in the sum of _____ dollars (U.S. \$ _____) on behalf of _____ to the County of Alpena covering the Construction of the **Rehabilitate Runway 1-19 TDZ Pavement & BAK-12 Aircraft Arresting Systems – Phase 1 North** project.

Said _____ further certifies that the premium on the said bond is \$ _____ which will be paid in full directly to the Surety or to him as agent or attorney-in-fact, and included in his/her regular commission as agent or attorney-in-fact, for the execution of said bond and that his/her commission will not be divided with anyone except to _____ who is a duly authorized insurance agent properly licensed under the laws of the State of Michigan.

COUNTERSIGNED:

SURETY

Michigan Resident Agent

Attorney-in-Fact

Address of Resident Agent

Acknowledgment for Attorney-in-Fact

Address of Bond Company

Sworn to and subscribed before me this day of _____, 20____.

Telephone Number:

Notary Public, State of _____

Fax Number:

My Commission Expires: _____

**COUNTY OF ALPENA
ALPENA COUNTY REGIONAL AIRPORT**

PERFORMANCE BOND

STATE OF _____)

Bond No. _____

COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS: That _____,
as principal, hereinafter called **Contractor**, and _____,
as **Surety**, hereinafter called Surety, are held and firmly bound unto the County of Alpena as obligee,
hereinafter called the Owner, in the amount of

_____dollars
(\$ _____) for the payment of which Contractor and Surety bind themselves, their
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into
a Contract with Owner for the improvement of Alpena County Regional Airport in accordance with all of
the Contract Documents listed in the General Provisions, Section 10 prepared for the County of Alpena,
which Contract is by reference made a part hereof and is hereinafter referred to as the Contract, and:

NOW THEREFORE, the condition of the above obligation is such that if the said Contractor shall well and
faithfully perform the things agreed by him to be done and performed according to terms of said Contract,
then this obligation shall be void, otherwise the same shall remain in full force and effect.

The Contractor shall well and truly perform, carry out and abide by all the terms, conditions and provisions
of said Contract and complete the Work therein specified in accordance with the terms thereof and in the
event said Contractor fails to perform said Contract as aforesaid, it shall be the duty of the Surety herein to
assume responsibility for the performance of said Contract and to complete the Work therein specified in
accordance with the terms thereof; and the Surety herein shall and does hereby agree to indemnify the
Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense
including reasonable attorney fees, engineering and architectural fees or other professional services which
said Owner may incur or which may accrue or be imposed upon it by reason of any negligence, default,
breach and/or misconduct on the part of said Contractor, and his/her agents, servants, Subcontractors and/or
employees, in, about, or on account of such work and performance of said Contract and shall repay to and
reimburse to the said Owner, promptly upon demand, all sums of money including reasonable attorney's,
architect's, engineer's, and other professional services, each and every, reasonably paid out or expended by
the said Owner on account of the failure and/or refusal of said Contractor to carry out, do, perform, and/or
comply with any of the terms and provisions of said Contract at the time and in the manner therein provided,
including, without limitation, the guarantee of the Work specified.

The Surety hereby stipulates and agrees that any modification, omission, or addition, in or to the terms of
the Contract Documents shall not affect the obligation of said Surety under this Bond.

Signed and sealed this _____ day of _____, 20____.

(PRINCIPAL MUST INDICATE
WHETHER CORPORATION, PARTNER-
SHIP, COMPANY, OR INDIVIDUAL)

(Principal)

THE PERSON SIGNING FOR THE PRINCIPAL SHALL, IN HIS/HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME AND HIS/HER TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

By: _____

Title: _____

(Affix Surety's Corporate Seal)

Surety

By: _____

Date: _____, 20____

Michigan Resident Agent

By: _____

Date: _____, 20____

(Attach "SURETY'S BOND AFFIDAVIT" on copy of form bound in these Specifications)

**COUNTY OF ALPENA
ALPENA COUNTY REGIONAL AIRPORT**

SURETY'S BOND AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared _____
who, being duly sworn deposes and says that he/she is a duly authorized (resident) (non-resident) insurance
agent, properly licensed under the laws of the State of _____,
and the State of Michigan, to represent _____
of _____, a company authorized to make corporate surety bonds under the laws of
the State of Michigan (the "Surety").

Said _____ further certifies that as agent or attorney-in-fact for the said Surety, he/she
has signed the attached bond in the sum of _____ dollars

(U.S. \$ _____) on behalf of _____
to the County of Alpena covering the Construction of the **Rehabilitate Runway 1-19 TDZ Pavement &
BAK-12 Arresting Systems – Phase 1 North** project.

Said _____ further certifies that the premium on the said bond is \$ _____
which will be paid in full directly to the Surety or to him as agent or attorney-in-fact, and included in his/her
regular commission as agent or attorney-in-fact, for the execution of said bond and that his/her commission
will not be divided with anyone except to _____
who is a duly authorized insurance agent properly licensed under the laws of the State of Michigan.

COUNTERSIGNED:

SURETY

Michigan Resident Agent

Attorney-in-Fact

Address of Resident Agent

Acknowledgment for Attorney-in-Fact

Address of Bond Company

Sworn to and subscribed before me this
day of _____, 20____.

Telephone Number: _____

Notary Public, State of _____

Fax Number: _____

My Commission Expires: _____