



# REQUEST FOR PROPOSALS

## CITY OF GRAND LEDGE 2026 RIVERWALK TRAIL RESURFACING

DATE:	<b>Tuesday, March 30, 2026</b>
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PROPOSAL DUE DATE:

**Tuesday, April 21, 2026, at 10:30 AM**

PROPOSAL DELIVERY LOCATION:

City of Grand Ledge

ATTN: Gregory Newman, City Clerk

310 Greenwood Street, Grand Ledge, Michigan 48837

CONTACT:

Dave Gutchess, Public Services Superintendent

517-627-2149

[dgutchess@cityofgrandledge.com](mailto:dgutchess@cityofgrandledge.com)

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# Request for Proposal (RFP)

## CITY OF GRAND LEDGE – 2026 RIVERWALK TRAIL RESURFACING

### Introduction:

The City of Grand Ledge (city) requests sealed bid proposals for resurfacing the paved portions of the Riverwalk Trail located adjacent to the Grand River. For this project, the Riverwalk Trail to be resurfaced begins at E. Jefferson Street, runs through Jaycee Park, ending where the trail surface turns into a boardwalk, and picks up again as it runs to Island Park, as noted in **Attachment A: Project Location Map**. The project will be bid as one project. The successful contractor will provide all equipment, materials, and labor for the services and Riverwalk Trail Resurfacings on city-owned and managed property.

The City does not guarantee a minimum value for the contract. Contractors with demonstrated experience in street resurfacing services and an interest in making their services available are invited to respond to the RFP. The submitted proposals will be used as a basis for awarding work.

### Project Goal:

The existing trail will be resurfaced with an asphalt overlay. Edge milling will be performed where necessary to ensure smooth transitions at locations where the new asphalt meets existing impervious surfaces. The overlay shall consist of an asphalt wearing course in accordance with applicable specifications.

**All paving operations must be completed no later than the end of the day on Friday, June 26, 2026.**

The completed work shall be covered by a one (1) year warranty from the date of substantial completion.

*Figure A: Section 1 of Riverwalk Trail to be Resurfaced 2026*

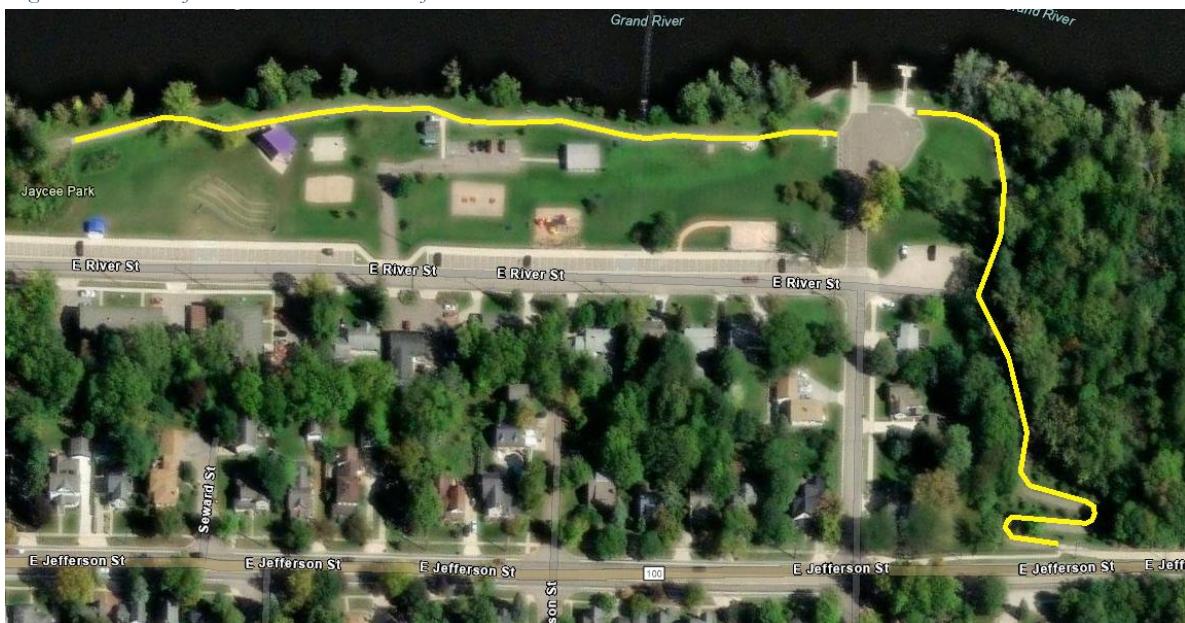


Figure B: Section 2 of Riverwalk Trail to be Resurfaced 2026



Refer to **Attachment A: Project Location Maps** and **Attachment B: Scope of Work** for additional details.

### Selection Timetable:

Release RFP	Tuesday, March 30, 2026
<b>RFP Due Date/Bid Opening at City Hall</b>	<b>Tuesday, April 21, at 10:30 AM</b>
Tentative Bid Award	Tuesday, April 28, 2026

### Submittal of Proposal:

Respondents shall submit one (1) paper copy of their RFP response in a package that is sealed and clearly labeled “RFP – 2026 Riverwalk Trail Resurfacing.” Or RFP responses may be emailed as one document saved as a PDF to [gnewman@cityofgrandledge.com](mailto:gnewman@cityofgrandledge.com) with “RFP – 2026 Riverwalk Trail Resurfacing” in the subject line.

Proposals may be directed to:

Gregory Newman, City Clerk  
310 Greenwood Street, Grand Ledge, Michigan 48837  
[gnewman@cityofgrandledge.com](mailto:gnewman@cityofgrandledge.com)

The bid price shall not include an allowance for State Sales Taxes or Federal Excise Tax. The City, upon request, will provide the successful bidder with properly executed tax exemption certificates or tax exemption numbers. All other taxes required by law shall be paid by the successful Contractor.

Any proposal may be withdrawn or modified by written request, provided such request is received by the City at the above address prior to the date and time established for receipt of proposals. Proposals not so withdrawn shall constitute a firm offer to provide the services contained therein and shall remain firm for acceptance for sixty (60) days.

The cost of preparing a response to this RFP, including site visits, is the Contractor's sole responsibility and will not be reimbursed by the city.

The City reserves the right to reject any or all proposals, to award the contract to other than the low bidder, to accept any or all alternatives, to waive irregularities and/or informalities, and, in general, to make the award in any manner deemed by it, in its sole discretion, to be in the best interest of the owner.

### Minimum Qualifications:

1. **Corporate Profile:** Describe on one page the background of your company and why it is qualified to provide the services requested for the city.
2. **Experience:** Provide evidence of similar experience that demonstrates your ability to successfully provide the services requested in this RFP. Include names and contact information from three (3) past projects for reference purposes.
3. **Cost:** A fee structure must be submitted with a not-to-exceed amount for the services as indicated above (see **Attachment C: Bidder's Proposal**).

### Specifications:

The bid specifications outlined in **Attachment B: Scope of Work**, are intended as a guideline for the Contractor performing the river trail resurfacing. In practice, it may be necessary to modify these duties or add to them. Major deviations from these guidelines are not anticipated. Please see **Attachment B: Scope of Work and Attachment D: Sample Contract**.

### Delivery of Services:

River Trail Resurfacing shall be performed on two sections of the river trail, as noted in **Attachment A: Project Location Maps**.

## Qualifications of the Firm:

The City of Grand Ledge may award one (1) contract for the Riverwalk Trail Resurfacing that, in its sole opinion, is the most capable of providing the range of services described and anticipated by this RFP and is in the long-term best interest of the City and its residents.

The City of Grand Ledge reserves the right to:

- Investigate the qualifications of all firms under consideration, including any information furnished by potential candidates
- Reject any or all proposals
- Modify the proposal
- Establish evaluation criteria determined to be in the best interest of the City
- Issue a subsequent RFP
- Conduct interviews with potential firms prior to selection
- Use other contractors as deemed necessary

Note: This RFP does not commit the city to negotiate a contract, nor does it obligate payment for any cost incurred in the preparation and submission of the proposal.

## Evaluation Process:

Proposals will be evaluated with consideration of several factors. The review of all documents submitted will be in accordance with the following criteria:

- Experience and references of the contractor
- Proposed cost
- Ability to execute the contract in accordance with city policies and in full compliance with all applicable laws, ordinances, and regulations
- The proponent's familiarity with the City of Grand Ledge
- Other factors deemed relevant by the City Manager and the Public Services Superintendent
- The city reserves the right, in its absolute discretion, to reject any or all proposals, to waive irregularities, informalities, and/or non-conformities in any submission, to select the proponent and proposal deemed to be in the best interests of the city, and to negotiate with the selected proponent(s).

The above criteria will be used to evaluate the submittals. Following the review of submittals, a firm will be selected, and a recommendation will be given to the City Council.

The Contractor must demonstrate its ability to deliver competitive rates for the noted services. If, for any reason, a proponent cannot commence activities within 30 days of the contract being executed, the city may unilaterally terminate the contract and negotiate with other proponents.

## **Conflict of Interest:**

The respondent warrants that to the best of its knowledge and belief, and except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual, or other interests are such that:

1. Respondent may have an unfair competitive advantage; or
2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
  - a. The respondent agrees that if, after award, it discovers an organizational conflict of interest with respect to this solicitation, it shall make an immediate and full disclosure in writing to the City Manager that shall include a description of the action which the respondent has taken or intends to take to eliminate or neutralize the conflict. The city may, however, disqualify the respondent or, if a contract has been entered into with the respondent, terminate said contract, in its sole discretion.
  - b. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the City Manager, the city may disqualify the respondent.

## **Subcontracting:**

In the execution of the Contract, it may be necessary for the selected firm to sublet part of the work to others. The selected firm will be fully responsible to the City of Grand Ledge for the acts and omissions of subcontractors and of all persons, whether directly or indirectly employed by the selected firm. Nothing in the contract shall create any contractual relationship between any subcontractor and the city. The selected firm shall not assign, transfer, convey, or otherwise dispose of the contract, or any part thereof, or the firm's right, title, or interest in the same or any part thereof, without the previous written consent of the city. The selected firm shall not assign any of the money due or become due and payable under the contract without the previous written consent of the city.

## **Labor Laws and Equal Employment Opportunity:**

The selected firm and subcontractors must abide by Federal, State, and local regulations pertaining to equal employment, and shall obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work, and all ordinances and requirements of the City of Grand Ledge regulating or applying to public improvements.

## Indemnification and Hold Harmless:

The selected firm(s) agrees to indemnify and hold harmless the City of Grand Ledge and their officers, employees, and agents from all liability, loss, or damage as a result of claims, actions, suits, causes of action, proceedings, costs, expenses, judgments and liabilities of any kind whatsoever arising out of selected firm's performance of the contractual work. It is further agreed that the selected firm shall have the responsibility to the City of Grand Ledge for the proper performance of its professional services in conformity with the customary and usual result of the failure of such performance, provided such damages suffered by the City of Grand Ledge as a result of the failure of such performance, provided such damages are caused by the selected firm's error, omission or negligent act, or the error, omission or negligent act of its officers, agents, or employees. No compensation will be paid to the selected firm for the services required to correct work arising out of the selected firm's errors or omissions. Additionally, the selected firm shall be responsible for any payment to other consultants/Contractors to correct work arising from the selected firm's errors and omissions.

## Insurances:

The selected firm(s) shall procure and maintain during the life of the contract the following insurance coverage from a company or companies licensed to sell insurance in Michigan with an A+ A.M. Best rating, or equivalent: Worker's Compensation in compliance with Michigan law; Comprehensive General Liability Insurance in the amount of \$1,000,000 each occurrence for Bodily Injury Liability and Property Damage Liability.

The insurance required shall be written for the greater of limits not less than the limits of liability specified or required by the law, or primary coverage of \$1,000,000 per occurrence. Insurance on an occurrence basis coverage shall be maintained without interruption from the date of commencement of operations under the contract until the date herein specified that coverage is no longer required. It is understood and agreed that by naming the City of Grand Ledge as additional insured, the coverage afforded is considered to be primary, and any other insurance the City of Grand Ledge may have in effect shall be considered secondary and/or excess.

All certificates of insurance must be forwarded to the City of Grand Ledge prior to the commencement of any work. Required insurance policies shall not be changed or canceled without ninety (90) days' prior written notice to the City of Grand Ledge.

## General Notes:

1. By State Law, NO SMOKING shall be allowed on any project site. Personnel caught smoking will be removed from the project.
2. Contractor personnel are expected to maintain a high-quality professional attitude while on site.

Contractors shall be subject to such rules and regulations for the conduct of the work as the City of Grand Ledge may establish. Possession or consumption of alcoholic beverages, drugs, or noxious behavior on site is strictly prohibited. Violations of any of the above will result in the removal of the individual and employer from the project, and they will be held liable for any damages that may result due to their actions.

3. At all times, personnel will be required to provide identifying information while on site.

### Contract Type/Term:

**All work must be completed by the end of the day on Friday, June 26, 2026.** The city makes no guarantees as to the total amount of compensation that the Contractor may earn and reserves the right to limit the number of services the city requests the Contractor provide. The city reserves the right to use any other means it may desire or determine for the purpose of this project.

### Billing Process:

Payment for services rendered will be made upon invoices received. Invoices received after the 7th day of each month may not be processed until the following month.

### Existing Conditions:

Fully licensed and insured contractors with demonstrated experience in asphalt overlays with an interest in making their services available to the City of Grand Ledge are invited to respond to this RFP. "Contractor" means the companies or individuals that submit proposals in response to this RFP. It is understood that the selected Contractor, acting as an individual, partnership, corporation, or other legal entity, is state-licensed and certified in accordance with title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) (12 U.S.C. 3331 et seq.) and capable of providing the specified services. The Contractor shall be financially solvent, and each of its members, if a joint venture, its employees, agents, or sub-consultants of any tier shall be competent to perform the services required under this RFP document.



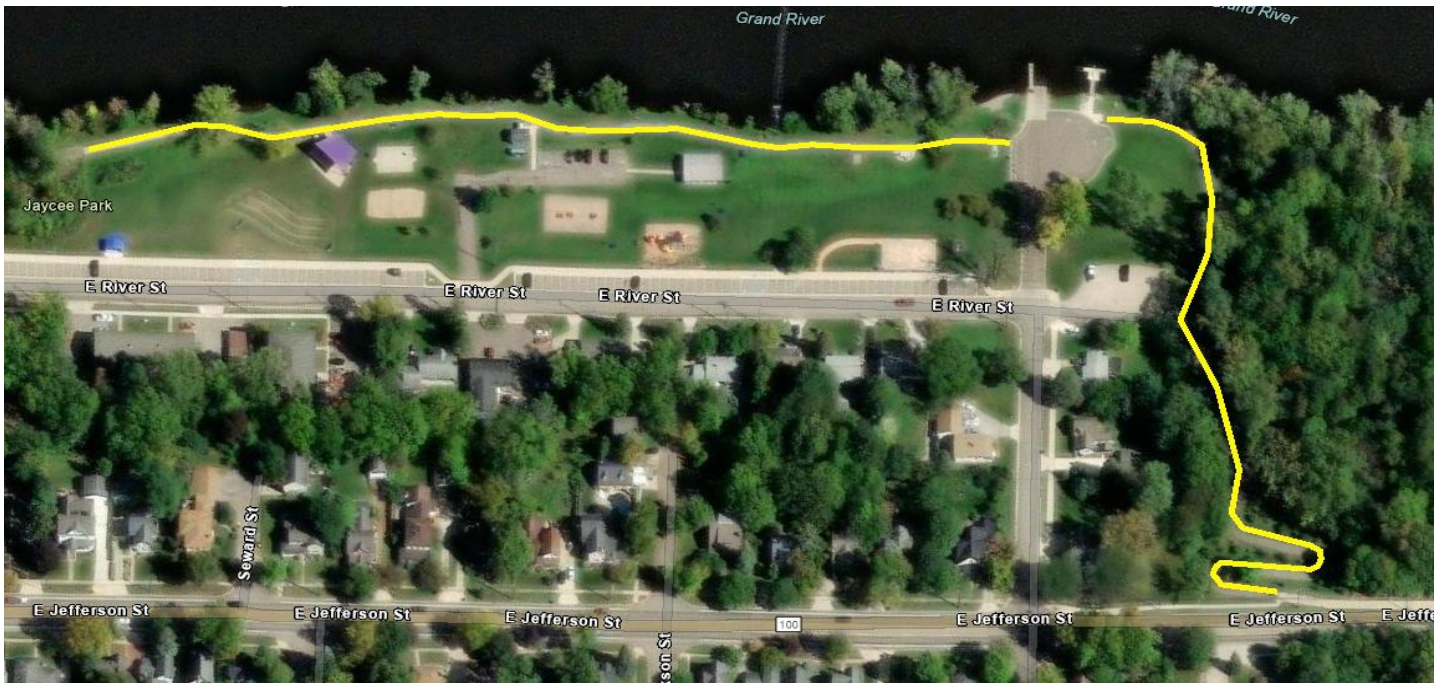
CITY HALL

310 Greenwood St. • Grand Ledge MI 48837  
Ph: 517.627.2149 • Fax: 517.627.9796 • [www.cityofgrandledge.com](http://www.cityofgrandledge.com)

## ATTACHMENTS

# Attachment A: Project Location Map

## Section One



## Section Two



## Attachment B: Scope of Work

1. The Contractor shall be responsible for setting up and maintaining traffic control, including signs designating street and trail closures.
2. Work will be conducted between 7:00 am and 6:00 pm, Monday through Friday. Any extenuating circumstances that deviate from this schedule require prior approval from the Public Services Superintendent or designee.
3. Edge milling will be required where the new topcoat meets the existing impervious surfaces.
4. Some areas may require some additional asphalt material to bring to grade for the overlay.
5. The Contractor is responsible for ensuring any areas that need to be milled will be done at a depth of 1.5". The contractor shall be responsible for removing all milled material.
6. The Contractor will apply a bond coat that shall be per Section 502.02 of the 2012 MDOT Standard Specifications for Construction. The bond coat shall be applied at a uniform rate of 0.10 gallons per square yard.
7. The Contractor shall apply a wearing course of MDOT HMA 13A to a thickness of 1.5 inches, compacted at a minimum density of 97% and a maximum density of 100%. HMA MDOT 13A, in accordance with MDOT 2012 Standard Specifications for Construction sections 501 and 502.

**NOTE:** MDOT 13A shall be bid in two ways, both a **Tier One** with 0%-17% reclaimed asphalt content and a **Tier Two** with 18%-27% reclaimed asphalt content, by weight of 110 lb./in/sq. and a maximum of 3% air voids. Asphalt cement shall be Performance Grade 58-28.

## Attachment C: Bidders Proposal

### City of Grand Ledge 2026 Riverwalk Trail Resurfacing

**NOTE:** Bidders must provide a bid for each of the following items:

Description: Riverwalk Trail	Unit	Estimated Quantity	Unit Price	Total Price
Riverwalk Trail	SF	20,000		
HMA 13A, 1.5" depth (Tier #1) 0%-17% reclaimed asphalt content	TON		\$	\$
HMA 13A, 1.5" depth (Tier #2) 18%-27% reclaimed asphalt content	TON		\$	\$

This bid is submitted in response to the City of Grand Ledge RFP for 2026 Riverwalk Trail Resurfacing by:	
<b>Company Name:</b>	
<b>Authorized Signature:</b>	
<b>Print Name:</b>	
<b>Title</b>	
<b>Business Address</b>	
<b>Business Phone</b>	
<b>Business Email</b>	
<b>Date:</b>	

## Attachment D: Sample Contract

# City of Grand Ledge Agreement for Riverwalk Trail Resurfacing 2026

THIS AGREEMENT (this “Agreement”) is made and entered into this [REDACTED] day of [REDACTED], by and between the CITY OF GRAND LEDGE, MICHIGAN, a Municipal home rule city, whose office is located at 310 Greenwood St., Grand Ledge MI 48837 (“City”), and CONTRACTOR, a Michigan BUSINESS TYPE, whose address is ADDRESS (“Contractor”), collectively (“Parties”).

### RECITALS

WHEREAS, it is the intent of the City to retain the services of the Contractor for River Trail Resurfacing, per the Request for Proposals, dated **Tuesday, March 30, 2026** (“RFP”); and

WHEREAS, the contractor represents to the City that it has the ability to timely and properly perform the services and other obligations described in this Agreement, and;

WHEREAS, the parties wish by this agreement to define their respective rights and obligations, among other things, during the term of this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises, terms, conditions, and covenants expressed in this Agreement, the parties agree as follows.

- 1. Incorporation of Documents.** The RFP, attached as Exhibit “A”, bidding documents, City-accepted portions of the Contractor’s proposal, any post-bid documents, and any other documents referenced therein are incorporated into this Agreement as if fully restated (“Contract Documents”). In the event of any inconsistency or ambiguity within, between, or among the Contract Documents, the provision that is more beneficial to the City, in the City’s sole discretion, shall be deemed to control.
- 2. Services.** Unless directed by the City Manager or the Public Services Superintendent, the Contractor shall provide the services (i) contained in the RFP, and other attachments to this Agreement, (ii) required by law, and (iii) that are related or incidental to the services described herein (collectively “Services”). Contractor’s Services include those to be performed by Contractor, Contractor’s subcontractors and suppliers, and Contractor’s consultants and agents as enumerated in this Agreement and as reasonably necessary to complete the Services. The Services shall be timely and properly performed without the supervision by the City. If City supervision is required, the Contractor shall reimburse the City for the costs of supervision based on the City staffs’ hourly rate and benefits. The work described within this Agreement must be completed by **Friday, June 26, 2026**.

## Attachment D: Sample Contract

**3. Compensation.** The Contractor will perform the **Riverwalk Trail Resurfacing**, providing all equipment, material, and labor based on the following:

a. INFORMATION FROM RFP AND BID

In consideration of Services properly provided by Contractor under this Agreement, the City will pay to Contractor \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) **or**

No additional fees, compensation, or costs of any kind shall be paid to Contractor, except to the extent agreed to by the Parties in writing. The City does not guarantee a minimum value of the contract. This fee structure was submitted by the Contractor with not-to-exceed amounts for the Services as indicated in the Contractor's proposal, attached as Exhibit "B".

**4. Payment.** The Contractor shall timely provide timely and accurate written invoices to the City for Services actually rendered pursuant to this Agreement and shall itemize on the invoice the Services performed. The City shall remit payment for undisputed amounts to the Contractor within thirty days after confirming the invoice is accurate. The Contractor's failure to timely or accurately provide any required invoices shall constitute a breach of this Agreement.

**5. Contractor Responsibilities.**

a. Contractor and any employees or agents it assigns must: (a) perform the Services in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract Documents, including the time frames for performance; (c) provide all Services in good quality, with no material defects; (d) not interfere with the City's operations; (e) obtain and maintain all necessary licenses, permits, or other authorizations necessary for the performance of the Agreement; (f) cooperate with the City, including the City's quality assurance personnel, and any third party to achieve the objectives of the Agreement; (g) return to the City any City-furnished equipment or other resources in the same condition as when provided when no longer required for the Agreement; (h) not make any media releases without prior written authorization from the City; (i) assign to the City any claims to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Agreement; (j) comply with all City policies and standards, which will be made available upon request; and (k) provide the City priority in performance of the Agreement. Any breach under this paragraph is considered a material breach.

b. In the performance of the Services, it may be necessary for the Contractor to subcontract part of the Services to others. The Contractor will inform the City as to which subcontractors will be used and for which part of the Services, and subcontractor use shall be subject to the written approval of the City. The Contractor will be fully responsible to the City for the acts and omissions of subcontractors and of all persons whether directly or indirectly employed by the Contractor.

c. If the Contractor neglects to timely and properly perform the Services or should the Contractor in any manner fail to perform any provision of this Agreement, the City may correct such

## Attachment D: Sample Contract

deficiencies without penalty or obligation to pay the Contractor, including the hiring of another similar contractor. The remedy described in this section is not exclusive and shall have no effect on the City's ability to seek recovery for, among others, breach of contract, breach of warranty, and/or performance bond claims.

- 6. Insurance.** The Contractor shall be responsible for any damage it causes or allows to the City's property. The Contractor shall, at its sole cost and expense, be responsible for acquiring, maintaining, and insuring all equipment and materials necessary for the Contractor to perform the Services. The Contractor shall, at its sole cost and expense, secure and maintain appropriate insurance for general liability and workers' compensation, and provide the City with a copy of the certificates of insurance prior to commencement of the Services.

The Contractor shall, at its sole cost and expense, secure and maintain the following insurance coverage from a company or companies licensed to sell insurance in Michigan with an A+ A.M. best rating, or equivalent: (a) Worker's Compensation in compliance with Michigan law; and (b) Comprehensive General Liability Insurance in the amount of one million and 00/100 dollars (\$1,000,000.00) each occurrence for Bodily Injury Liability and Property Damage Liability. The insurance required shall be written for the greater of limits not less than the limits of liability specified or required by law, or primary coverage of one million and 00/100 dollars (\$1,000,000.00) per occurrence. Insurance on an occurrence basis shall be maintained without interruption from the date of commencement of operation under the Agreement until the date herein specified that coverage is no longer required. The City shall be identified as an additional insured on all applicable insurances. It is understood and agreed that by naming the City as an additional insured in the amount of one million and 00/100 dollars (\$1,000,000.00) per occurrence, the coverage afforded is considered to be primary, and any other insurance the City may have in effect shall be considered secondary and/or excess.

All certificates of insurance must be forwarded to the City prior to the commencement of any work. Required insurance policies shall not be changed or canceled without ninety (90) days' prior written notice to the City.

- 7. Performance Bonds.** If the contract sum is \$100,000.00 or more, the Contractor shall provide performance and payment bonds in an amount equal to 100% of the contract sum. The bonds shall be provided at no additional cost to the City, with the cost thereof deemed included within the Contractor's bid. If the contract sum is less than \$100,000.00, the City may still require the Contractor to provide performance and payment bonds, but the cost thereof shall be deemed an additional reimbursable expense. In all other respects, bonds shall minimally comply with MCL 129.201, et seq.
- 8. Status.** The Parties understand the Contractor, including its agents, subcontractors, and employees, is an independent contractor and is not and shall not be considered an employee of the City. The Parties acknowledge and agree that the City shall not withhold any amounts for federal, state, or local income taxes, Medicare taxes, or Social Security taxes from the fees paid pursuant to this Agreement. Consistent with this status, the Contractor reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement, and the City shall not exercise (or have the right to exercise), control or direction over the means and methods utilized by Contractor in providing Services to the City under this Agreement.

## Attachment D: Sample Contract

- 9. Non-Exclusivity.** The parties agree that this Agreement shall be non-exclusive. The City reserves the right to use any other means, including other contractors, it may desire or determine to accomplish the Services identified in this Agreement. The City also reserves the right to supplement the Services of the Contractor as the City may choose. The City makes no guarantees as to the total amount of compensation the Contractor may earn per this Agreement and reserves the right to limit the amount of Services the City requests the Contractor provide under this Agreement. The Contractor reserves the right to provide services to other clients and customers as it sees fit, but such provision of services shall not interfere with the Contractor's obligations to the City hereunder.
- 10. Term.** The term of this Agreement shall be from [REDACTED], through [REDACTED]. This Agreement can only be renewed or extended by the mutual written agreement of the Parties.
- 11. Delays.** The City reserves the right to seek damages for any Contractor delays. For any delays caused by the Contractor, the Contractor's sole remedy shall be an extension of the deadline for performance. Contractor shall not be entitled to additional compensation in the event it is necessary to extend the completion date of the Services because the project is delayed due to conditions beyond the control of the City, such as strikes, weather, material shortages, site conditions, etc.
- 12. Indemnification.** The Contractor agrees to indemnify and hold harmless from any and all liability the City and its Mayor, City Council, officers, employees, and agents from all liability, loss, or damage as a result of claims, actions, suits, causes of action, proceedings, costs, expenses, judgments, and liabilities of any kind whatsoever arising out of this Agreement and the Contractor's performance of the Services, including but not limited to the payment of any amounts for federal, state, and local taxes, and/or social security and Medicare taxes. It is further agreed that the Contractor shall have the responsibility to the City for the proper performance of its professional services in conformity with the customary and usual standards in the trade, profession, or industry. As a result of the failure of such performance, provided such damages suffered by the City as a result are caused by the Contractor's error, omission, or negligent act, or the error, omission, or negligent act of its officers, agents, or employees, or subcontractors, no compensation will be paid to the Contractor for the services required to correct work arising out of the Contractor's errors or omissions. Additionally, the Contractor shall be responsible for any payment to other consultants/contractors to correct work arising from the Contractor's errors and omissions. The Contractor's indemnification responsibility shall be as broad as permitted by law.
- 13. Compliance with Law.** The Contractor shall at all times comply with applicable federal, state, and local laws, rules, regulations, and policies, as well as those related to safety, including but not limited to OSHA and MIOSHA, as applicable. Further, the Contractor and subcontractors must abide by federal, state, and local regulations pertaining to equal employment and shall obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work, including all ordinances and requirements of the City regulating or applying to public improvements. Specifically, the Contractor and its subcontractors, if applicable, shall not discriminate against 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, weight, marital status, and other classifications protected by applicable law. Breach of this covenant may be regarded as a material breach of this Agreement. In the event of any inconsistency between or among code requirements, regulations, and interpretations, the Contractor shall be required to comply with the most-

## Attachment D: Sample Contract

stringent obligation(s). The Contractor shall obtain and comply with all necessary permits and permissions to perform the work.

- 14. Taxes.** The Contractor acknowledges that the City is a tax-exempt entity and any taxes incurred pursuant to the performance of this Agreement, including but not necessarily limited to sales and use taxes, shall be the sole responsibility of the Contractor.
- 15. Warranties.** The Contractor shall provide the following warranties at no additional cost to the City: the street sections to be paved, as identified in Attachment A: Project Location Map, will be milled from curb pan to curb pan and resurfaced with an asphalt-wearing course, and all work will be warranted for one (1) year from the date of substantial completion. In addition to, and not in substitution of, the foregoing sentence, the Contractor shall assign and forward to the City all applicable manufacturers' warranties for any equipment, software, or materials relevant to the Services.
- 16. Termination for Convenience.** The City may terminate this Agreement upon thirty (30) days' written notice to the Contractor. This right of cancellation shall be exercisable at the sole discretion of the City and requires no just cause or other reason. In case of such termination for the City's convenience, the City shall pay the Contractor for Services properly and actually performed up to the date of termination.
- 17. Termination for Cause.** If either party materially defaults in the performance of any provision of this Agreement, and such default is not cured within thirty (30) days after the non-defaulting party gives the defaulting party written notice of such default, then the non-defaulting party shall be entitled to terminate the Agreement immediately upon written notice of termination to the defaulting party. In the event of a material breach of this Agreement by either party, it is agreed that the non-defaulting party shall be permitted to recover, in addition to any other remedy available to it, at law or at equity, all reasonable attorneys' fees and costs, and damages incurred as a direct result or consequence of such breach.
- 18. Breach.** In the event of a material breach of this Agreement by either party, it is agreed the non-defaulting party shall be permitted to recovery, in addition to any other remedy available to it, at law or at equity, all reasonable attorney's fees and costs, and damages incurred as a direct result or consequence of such breach. Specifically and without limitation, in the event of a breach by the Contractor the City shall be entitled to recover all out-of-pocket costs incurred to obtain the Services by another contractor.
- 19. Confidentiality.** If the Contractor receives information from the City that is "confidential" or "business proprietary," the Contractor shall keep such information strictly confidential and shall not disclose it to any other person except to its employees who need to know the content of such information in order to perform the Services or its consultants whose contracts include similar restrictions. The parties acknowledge that the City cannot provide similar confidentiality protection due to the applicability of the Michigan Freedom of Information Act and the Michigan Open Meetings Act, among others.
- 20. Record Retention.** Contractor agrees to retain permanent records relating to the services performed for a period of at least six (6) years following termination of this Agreement, during which period the records will be made available to the City upon request.

## Attachment D: Sample Contract

- 21. Jurisdiction.** Any proceeding claim, or cause of action, at law or equity, arising under this Agreement or as a result of a breach thereof, shall be brought only in the appropriate court for Eaton County, Michigan. This Agreement has been executed in the State of Michigan and therefore shall be construed, interpreted, and applied only according to the laws of the State of Michigan.
- 22. Understanding and Binding Effect.** The Contract Documents, including this Agreement, represent the entire understanding and agreement between the Parties, and all prior understandings and agreements are superseded by this Agreement with respect to the Services contemplated. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, personal representatives, members, assigns, and successors. None of the terms and provisions of this Agreement may be modified, waived, or amended in any way except by written amendment.
- 23. Notices and Mailings.** All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated on Page 1 of this Agreement or such other address or addresses as shall be specified by the parties from time to time and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage.
- 24. Severability.** If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect.
- 25. Assignment.** The Contractor shall not assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the City.
- 26. Non-Waiver.** Failure by either party at any time to require performance by the other party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action to enforce the terms of this Agreement.
- 27. Governmental Immunity.** Notwithstanding any provisions within the Contract Documents, nothing shall be deemed a waiver of any immunity granted to City by law or statute, including but not necessarily limited to, governmental immunity under MCL 691.1407.
- 28. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.
- 29. Captions.** The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.
- 30. Authority.** The respective signatures below expressly acknowledge that this Agreement is made and entered into with the full authority of the Parties and the person/s executing this Agreement on behalf of the Parties have been duly authorized and empowered to make and enter into this Agreement.

# Attachment D: Sample Contract

IN WITNESS WHEREOF, we have executed this Agreement on the date and year first above written.

**CITY OF GRAND LEDGE,  
a Michigan home rule city**

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By: Adam Smith Date

Its: Manager

**CONTRACTOR,**  
a Michigan **[BUSINESS TYPE]**

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By: Date

Its: