

CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) is made on _____, 202____ (“Effective Date”), between **LIVONIA PUBLIC SCHOOLS**, a Michigan public school district (the “Owner”), whose address is 15125 Farmington Road, Livonia, Michigan 48154 and _____, a Michigan _____ (“Contractor”), whose address _____. Owner and Contractor may each be referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

A. Owner issued a Request For Bids For Hydration Station Installation ReBid dated October 21, 2025 (collectively the “RFB”), the purpose of which was to solicit Bids from qualified contractors to furnish to Owner all of the materials and labor required to construct hydration stations within the School District as identified in the RFB in accordance with the terms and conditions contained in the RFB and the Specifications attached thereto (the “Work”).

B. In response to the RFB, the Contractor submitted to Owner a Bid dated _____, 202____, to perform the Work contemplated by the RFB.

C. The Parties have, in accordance with the provisions of the RFB, conducted negotiations concerning the Contractor’s Bid to the RFB. The Contractor’s Bid together with written clarifications of the Parties, if any, are attached hereto, incorporated herein by reference, and marked as **Exhibit A** (collectively referred to as the “Bid”). Any terms and conditions proposed by Contractor as part of its Bid are not a part of this Contract unless specifically accepted by Owner in writing and contained in **Exhibit A**.

D. Pursuant to the terms of the RFB, the Contractor is required to enter into a written contract in accordance with the Owner’s written acceptance of its Bid.

E. The Parties agree that certain terms, conditions and provisions of the RFB and the Bid must be further clarified, and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. RESTATEMENT CONSTITUTES THE CONTRACT

(a) **Incorporation By Reference.** The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract the RFB, the Contractor's Bid and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFB negotiation process do not correspond with the RFB and/or the Contractor's Bid.

(b) **Order of Precedence.** The Contract Documents, which are all incorporated herein by reference, include the following:

1. This Contract, including all Exhibits attached hereto;
2. The RFB, including the Specifications and Compliance Requirements attached thereto; and
3. The Contractor's Bid.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Contractor's Bid are not expressly accepted by the Owner in writing and incorporated into this Contract.

2. TERM AND TERMINATION

(a) This Contract shall commence on the Effective Date and all Work hereunder shall be Substantially Completed no later than May 1, 2026, and shall be in compliance with the Construction Schedule attached hereto as **Exhibit B**.

(b) Each Party shall have, in addition to all other remedies available to it, the right to terminate this Contract immediately upon written notice to the other Party that the other Party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Furthermore, in addition to the rights of the Owner under this Paragraph if the Owner must regularly request that the Contractor to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material. If this Contract is terminated by the Owner after said ten (10) day cure period, due to Contractor's failure to substantially perform in accordance with the terms of this Contract, Contractor shall receive no fees or reimbursable expenses other than those due for Work actually rendered, without negligence, prior to the date of termination. Notwithstanding the foregoing, if any actions or inactions of Contractor, its employees, contractors, subcontractors or agents, pose a serious or imminent threat to the health and safety of any person, the Owner may terminate this Contract immediately if such default is not cured by Contractor within twenty-four (24) hours of Contractor's receipt of written notice of such default.

(c) Upon termination of this Contract by the Owner for breach or default of the Contractor pursuant to this Paragraph, the Owner shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this Contract or to recover damages for the breach of this Contract. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under this Contract shall cease. If this Contract is terminated for cause and not cured by the Contractor as provided for above, the Contractor shall not be entitled to receive any further payment until final completion of the Work and determination of the sums due and owing Contractor, if any. If the unpaid balance of the Contract exceeds all costs to the Owner of completing the Work, including increased costs resulting from Contractor's default, then the Contractor shall be paid for all Work performed by the Contractor to the date of termination, but in no event shall the amount paid to the Contractor cause the Contract amount to be exceeded. If the costs to the Owner of completing the Work exceed such unpaid balance, the Contractor shall pay the difference, plus interest, to the Owner within thirty (30) days after the Owner's demand. The costs to the Owner of completing the Work shall include (but only to the extent caused or exacerbated by the Contractor's default) the cost of any additional architectural, legal, managerial, and administrative services required, any costs incurred in retaining another contractor or other subcontractors, any additional interest or fees which the Owner incurs or must pay by reason of a delay in completion of the Work, attorneys' fees and expenses, and any other damages, costs, and expenses the Owner may incur by reason of completing the Work. Regardless of the basis for termination, the Owner shall neither be liable to, nor obligated to pay, the Contractor for any incidental or consequential damages or lost profits, or costs incurred for Work not actually performed.

(d) Notwithstanding anything contained herein to the contrary, the Owner may terminate this Contract at any time and for any reason or no reason at all upon written notice to the Contractor. In the event of a termination for convenience, the Owner's sole responsibility shall be to pay the Contractor in accordance with Paragraph 6 for Work performed and accepted prior to the date of termination, without waiver of damages, if any, flowing from Contractor's acts, errors, or omissions.

3. WARRANTY

The Contractor warrants and represents that its all of its Work will be in accordance with all applicable federal, state, and local laws, rules, regulations and the Contract Documents. If within two (2) years after the date of Substantial Completion of the Work or designated portion of the Work, if any of Contractor's Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct the Work at its sole expense promptly after receipt of written notice from the Owner. This two (2) year period shall be extended (i) with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of Contractor's Work, and (ii) with respect to warranty work for an additional two (2) year period following each correction. This obligation shall survive acceptance of the Work and termination of this Contract.

In the event Contractor fails to repair any such defect and the Owner may be required to do so, then Contractor agrees to pay Owner any expense incurred thereby. This warranty shall be in addition to the terms of any other warranty or longer period of obligation specified in the Contract Documents, any applicable special warranty required by the Contract Documents, or the terms of any general warranty and is not in lieu of any of them. This warranty shall not be construed to establish a period of limitation with respect to other obligations which Contractor might have under the Contract Documents and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced or to the time which any proceeding may be commenced.

4. INSURANCE

The Contractor shall maintain, at its expense, during the term of this Contract the following insurance: (See Contractors Certificate of Insurance(s) attached hereto as **Exhibit C**):

(a) Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.

(b) Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent bidders, and contractual liability coverage. The policy shall be endorsed to provide thirty (30) days written notice to the Owner of any material change of coverage, cancellation, or non-renewal of coverage.

(c) If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent contractors.

(d) Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each occurrence of bodily injury and property damage.

(e) In addition to the underlying policies outlined above, the Contractor shall maintain a commercial umbrella policy in the amount of \$1,000,000.

(f) All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies.

(g) The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this Contract.

(h) Other requirements: Evidence of your insurance coverages, required herein, are to be provided to the Owner and must indicate that "Livonia Public Schools" is endorsed as an additional insured on the General Liability and Automobile policies.

5. INDEMNIFICATION

(a) General Indemnification: Contractor shall indemnify, defend and hold harmless the Owner, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with Contractor's performance of this Contract and/or from Contractor's violation of any of the terms of this Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assigns, contractors, subcontractors, and agents; (ii) any breach of the terms of this Contract by the Contractor, its officers, directors, employees, successors, assigns, contractors subcontractors, and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assigns, contractors subcontractors, and agents under the Contract. The Contractor shall notify the Owner by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the Owner may be entitled to indemnification under the Contract. This Paragraph shall survive the expiration or earlier termination of the Contract and shall not be limited by the Contractor's insurance obligations contained in this Contract.

(b) Environmental Indemnification: While performing any Work under this Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any Owner's property in violation of any applicable law or regulation. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.) the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of this Contract.

(c) Compliance With Laws: Contractor shall comply with any and all applicable federal, state and local laws, rules, regulations and ordinances relating the performance of its Work for, and completion of, its Work. Contractor shall comply with all applicable requirements of the state and federal occupational safety and health laws (OSHA and MIOSHA). Contractor shall obtain and pay for all necessary permits and licenses pertaining strictly to its Work not already obtained by Owner and shall comply with all county, city, state and federal laws and regulations relating to any such permits.

6. CONTRACTOR'S COMPENSATION

Based upon the Owner's RFB and the Contractor's Bid, the Owner shall pay the Contractor for its Work as follows:

(a) Contractor's Fee: A Lump Sum in the amount of _____ and 00/100 Dollars (\$ _____), which is inclusive of all costs, Prevailing Wage Rates, taxes, fees, permits, reimbursable expenses, payment and performance bonds, insurance and/or any other expenses. The Contractor shall pay all taxes associated with the Work and the Project. The Contractor shall secure, at its sole cost and expense, all building permits, licenses, inspections and governmental approvals necessary for the proper completion of the Work in accordance with all applicable laws.

(b) Progress Payments: Contractor may submit Applications for Payment on a monthly basis covering all construction completed during the previous calendar month. Provided an Application for Payment is received by the 20th day of the month, the Owner shall make payment of the certified amount, less retainage, on or before the 15th day of the following month. The Contractor, and its subcontractors, if any, shall maintain certified payroll records and other records required under this act for a minimum of three (3) years. Contractor shall provide copies of certified payrolls with each payment application to ensure on-going compliance with Michigan Public Act 10 of 2023.

(c) Retainage: The Owner shall retain 10% of the amount of each Application for Payment as its retainage. The retainage shall be paid by the Owner to Contractor upon Owner's final acceptance of the Work and the Project.

(d) Final Payment. The amount of the Application for Final Payment shall be the Contractor's Compensation, less all previous payments made to date. After completion of all items on the punchlist, Contractor shall notify the Owner. If after inspection, the Owner deems the Project completed and acceptable under the Contract Documents, the Owner shall notify Contractor in writing and Contractor may then issue its Application for Final Payment.

7. PREVAILING WAGES

(a) Unless otherwise notified in writing by the Owner, the Contractor shall comply with all provisions of the Michigan State Prevailing Wage Laws ("Michigan's Prevailing Wage Act" also known as Public Act 10 of 2023). The Contractor must pay prevailing wages and fringe benefits to all of Contractor's, and its Subcontractors', Construction mechanics working on the Project in

accordance with Public Act 10 of 2023. The prevailing wage and fringe benefit rates are a part of the RFB process and are incorporated by reference into the Contract Documents.

(b) The Contractor and each Subcontractor shall keep posted on the Project site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in the Contract Documents and shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each Construction mechanic employed by it in connection with the Project. These records shall be available for reasonable inspection by the Owner, Architect and/or the State Commissioner.

(c) The Owner, by written notice to the Contractor and the sureties of the Contractor known to the Owner, may terminate the Contractor's right to proceed with that part of the Project, for which less than the prevailing rates of wages and fringe benefits have been or will be paid, and may proceed to complete the Contract by separate agreement with another contractor or otherwise, and the original Contractor and the original Contractor's sureties shall be liable to the Owner for any excess costs occasioned thereby. This right is incorporated by reference and included in all performance and payment bonds provided by the Contractor for the Project.

(d) The Contractor acknowledges and agrees that the Construction mechanics are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements and any Construction mechanic aggrieved by the failure of a Contractor or Subcontractor to pay prevailing wages or benefits as specified in the Contract, or by a violation of Michigan's Prevailing Wage Act, in addition to any other remedies provided in Public Act 10 of 2023 or by law, may bring an action in a court of competent jurisdiction against the Contractor or Subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal. The Contractor shall indemnify and hold the Owner harmless for its failure to comply.

(e) The Contractor shall indemnify and hold harmless the Owner from any civil penalties or other liabilities arising out of the Contractor's or its Subcontractor's violation of the Public Act 10 of 2023.

(f) The Owner, the Commissioner or the Commissioner's designee shall have the right to enter the Project covered by the Public Act 10 of 2023 during normal hours of operation of the Project for the purposes of inspecting payroll records, interviewing employees, conducting wage surveys of employees, or all other actions reasonably related to the enforcement of Public Act 10 of 2023.

(g) The Contractor and/or Subcontractors shall provide to the Commissioner or the Commissioner's designee any records requested necessary to enforce Public Act 10 of 2023, including certified payroll, fringe benefit information, or other information necessary to ensure compliance with Public Act 10 of 2023.

(h) The Contractor, and Subcontractors, shall maintain certified payroll records and other records required under the Michigan's Prevailing Wage Act for a minimum of three (3) years.

Contractor shall provide copies of certified payrolls with each payment application to ensure on-going compliance with Public Act 10 of 2023.

8. MISCELLANEOUS

(a) Notices. All notices hereunder shall be in writing and shall be effective when sent by facsimile or electronic mail (provided, however, that any notice which could materially affect the rights of either Party shall also be sent by courier as provided herein) or a nationally known courier service such as DHL or Federal Express, addressed to the addresses written below, or to such other address as either Party may have last designated in writing in the manner herein provided. Such notice shall be deemed given when received, but in any event no later than four (4) days after sent by the internationally known courier. All notices shall be sent to the following address:

If to the Contractor: _____

Attention: _____

If to the Owner: Livonia Public Schools
15125 Farmington Road
Livonia, Michigan 48154
Attention: William Green

(b) Assignment. This Contract and any other interest herein may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any assignment or transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.

(c) Severability. If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

(d) Independent Contractor; No Joint Venture. It is expressly agreed that Contractor is acting hereunder as an independent contractor and under no circumstances shall any of the employees of either Party be deemed the employees of the other for any purpose. This Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

(e) Modifications. No provision of this Contract or any Exhibit hereto may be modified without the prior written consent of both Parties.

(f) **Captions.** The captions used in this Contract are for convenience only and shall not affect in any way the meaning or interpretation of the provisions of this Contract.

(g) **Pricing.** Prices quoted are to be F.O.B. to _____ [Insert Name and Location]. Contractor's Compensation shall be net; including transportation, insurance and delivery charges fully prepaid by the successful Contractor to the Owner's facilities.

(h) **Risk of Loss.** The Contractor shall assume all risk of loss for all supplies, materials and equipment or other components of the Contractor's Work until all Work is completed and accepted by the Owner.

(i) **Change Orders.** Neither the scope of the Work, this Contract nor the Contractor's Compensation may be modified or changed unless upon the written consent of the Owner.

(j) **Clean Up.** Contractor agrees, at its own expense, to clean up and remove all debris, dirt, etc. resulting from the performance of its Work. After three days written notice to Contractor of its failure to clean up, the Owner may clean up and deduct the cost thereof from any monies due Contractor; or if no monies are due, then to charge back against Contractor such clean-up, which charge Contractor hereby agrees to pay.

(k) **Limitation of Liability.** Contractor hereby assumes the entire liability for any and all damage or injury of any kind or nature whatever to all persons, whether employees or otherwise, and to all property, resulting from the performance of the Work and agrees to indemnify the Owner from and against such loss and expense, in connection with the performance of the Work, provided however, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING FROM THIS CONTRACT OR THE WORK.

(l) **Taxes.** Contractor is responsible for sales taxes and any other applicable taxes related to the Work provided under this Contract.

(m) **Governing Law.** This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Wayne County, Michigan.

(n) **Performance and Labor and Material Payment Bonds.** Upon award of this Contract, Contractors whose Bids are \$50,000.00 or more will be required to furnish a Performance Bond and a Labor and Material Payment Bond, in forms satisfactory to the Owner, in the amount of 100% of its Bid by a Treasury listed Surety licensed to do business in the State of Michigan, and the attorney-in-fact who executed the Performance and Labor and Material Payment Bonds on behalf of the Contractor shall attach a certified, current copy of its power of attorney. The cost of the Bonds shall be included in each Bid and the Contractor's Compensation contained herein. The Bonds shall, at a minimum, remain in effect for a period of two (2) year from Substantial Completion of the Work, but through the applicable warranty

period. The Contractor shall submit both the Performance Bond and Labor and Material Payment Bond to the Owner's Administration Office, with a copy to the Owner's Representative, if any, prior to the start of on-site Work.

(o) Limitation on Owner's Responsibility. The Owner shall not, under any circumstances, be liable for or have control over the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and these are solely the responsibility of Contractor. The Owner shall not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner shall not be responsible for the acts or omissions of Contractor, or any of its employees, contractors or subcontractors.

(p) Entire Agreement. This Contract and all Exhibits and documents incorporated herein by reference constitute the entire agreement between the Parties, and supersedes all previous agreements, whether written or oral.

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed on the dates indicated below.

CONTRACTOR:

OWNER:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

**CONTRACTOR'S BID, CLARIFICATIONS AND
SCHEDULE OF VALUES**

(see attached)

EXHIBIT B

CONSTRUCTION SCHEDULE

(see attached)

EXHIBIT C

CONTRACTORS CERTIFICATE OF INSURANCE(S)

(see attached)

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