



LOCAL ROAD CONTRACT

THIS CONTRACT made and entered into this 3 day of June, 2024, by and between the Board of County Road Commissioners of the County of Kalamazoo, hereinafter referred to as the "RCKC" and the Township of Comstock, Kalamazoo County, Michigan, hereinafter referred to as the "Township" for the purpose of fixing the rights and obligations of the parties and agreeing to the design/construction engineering and/or construction of certain improvements on county roads within the Township, hereinafter referred to as "Project".

WITNESSETH: WHEREAS, Section 20 of Act 51 of the Public Acts of 1951, as amended, authorizes Township Boards to appropriate general fund monies and to pay the same into the county road fund of the county for the maintenance and/or improvement of county roads within the Township, pursuant to an agreement between the Township and the RCKC; and

WHEREAS, it is mutually agreed between the RCKC and the Township that certain improvements are necessary on the county road system within the Township.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual undertakings of the parties in conformity with the applicable state laws, it is agreed:

1. The RCKC and Township agree that the scope of the work to be performed for the Project(s) identified is based on cost estimates and contingent upon how unexpected field issues are addressed. The RCKC, shall administer the Local Road Contract. The RCKC shall oversee design/construction engineering and/or construct or cause to be constructed the following road improvements:

H Avenue – 28th Street to 500' east of 28th Street ; HMA Wedging

Project Estimate: \$5,380.00

Work Order # 489 - 210 - 510901
(to be assigned)

2. The detailed estimate(s) of the cost of the Project(s) is attached hereto and incorporated herein.
3. The terms and provisions of the RCKC policies, including those provided in the annual RCKC local road information packet, are deemed to be a part of and included in this Local Road Contract as though fully set forth herein.
4. The RCKC shall provide progress billing and shall make available the accounting to the Township in accordance with the following schedule of the LOCAL ROAD CONTRACT:

Total Estimated Project Cost(s)	\$5,380.00
Total Estimated Billable Project Cost(s)	\$5,380.00
RCKC Participation Funds (to extent available)	\$0
Total Township Share	\$5,380.00

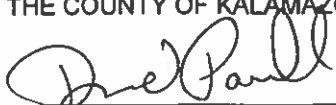
5. General Provisions:
 - A. This Local Road Contract contains all of the terms and conditions of the contractual relationship between the parties relating to the Project(s), and no amendments or additions to this Local Road Contract shall be binding unless they are in writing and signed by both parties. This Agreement, including all attachments, supersedes all prior oral and written and all contemporaneous oral negotiations, commitments, and understandings of the parties.
 - B. This Local Road Contract shall be binding on the parties, their legal representatives, successors, and assigns.
 - C. The headings of this Local Road Contract are for convenience only and in no way define, limit, or describe the scope or intent of this Local Road Contract or any of its sections, nor do they in any way affect this Local Road Contract.
 - D. Any notice required or permitted to be given under this Local Road Contract shall be sufficient if it is in writing and if it is sent by email, or registered mail or certified mail, and return receipt requested to the Township of Comstock mailing address.

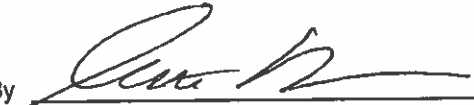
- E. This Local Road Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.
 - F. The invalidity of all or any part of any sections, subsections, or paragraphs of this Local Road Contract shall not invalidate the remainder of this Local Road Contract or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.
6. This Local Road Contract shall become binding on the parties hereto and be of full force and effect upon the signing thereof by the duly authorized officials of the Township and of the RCKC.
 7. The Township will be notified and agrees to authorize the Board to proceed with the award of the bids to the lowest responsive and responsible bidder unless advised in writing (by the appropriate township official by no later than the day before the Board meeting) that due to the cost of the project(s) with overhead, the cost exceeds the local road contract and therefore the township requests not to make the award to the bidder.
 8. The maximum cost to the township for the Project(s) is the amount itemized as the estimated project(s) cost on the Local Road Contract.
 9. The estimated Project(s) cost shall include all labor, materials, equipment, and contractor costs anticipated to be incurred in the project(s) by the Board. These items shall, in turn, include all indirect and administrative costs chargeable to the Project(s).
 10. The parties hereto agree that, when and where applicable, they will comply with Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (all of the foregoing as amended) and the applicable portions of the Michigan Elliott-Larsen Civil Rights Act and Michigan Persons with Disabilities Civil Rights Act, as well as any implementing rules and regulations. Specifically, contractors and sub-contractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment because of such person's race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability, or protected veteran status. Breach of this provision may be regarded as a material breach of the contract or purchasing agreement and handled accordingly. Further, any violation of this provision may be separately addressed in accordance with the foregoing laws.
 11. The Board shall upon reasonable notification make available in their office to representatives of the Township all records concerning the project(s) for review.

IN WITNESS WHEREOF, the parties hereto have caused this Local Road Contract to be executed on the day and year first above written.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF KALAMAZOO

TOWNSHIP OF COMSTOCK

By 
Chair

By 
Township Official

Date 6/3/25

Date 5/19/2025



Road Commission of Kalamazoo County
 4400 South 28th Street
 Kalamazoo, MI 49048
 www.kalamazooountyroads.com

2024 Project Estimate
 VALID FOR 90 DAYS

Estimate Date: 04/09/25 Estimator: J. Kape Estimate Type: Final
 Municipality: Comstock Township
 Location: H Avenue- 28th Street to 500' east of 28th Street
 Project Description: HMA Wedging
 Project Length: 0.09 Miles

Description of charge	Application Rate	Estimated Quantities	Units of Measure	Estimated Unit Cost	Estimated Item Cost	Notes
HMA, 36A Mod, Wedging		50.00	Ton	\$99.00	\$4,950	
<i>Estimated Billable Cost</i>					\$4,950	
<i>Cost Recovery - Billable (8.68%)</i>					\$430	
<i>Total Estimated Billable Cost</i>					\$5,380	
<i>Total Estimated Project Cost</i>					\$5,380	