

COLEMAN ENGINEERING COMPANY

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT NO. 260343

This Agreement is entered into this 13th day of October, 2026, by and between the City of Gladstone, a Michigan municipality (hereinafter referred to as "CLIENT") and Coleman Engineering Company, a Michigan corporation (hereinafter referred to as "COLEMAN").

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services

The specific work (the "Services") to be performed by COLEMAN and its directors, officers, employees, affiliates, independent professional associates, consultants and subcontractors (collectively, "COLEMAN") on behalf of the CLIENT shall be described and authorized from time to time by a fully executed Work Order, Cost Estimate or Proposal, each such document defining an individual project (the "Project") shall be serially numbered, attached to this Agreement and collectively labeled "Exhibit A." Each component of Exhibit A to this Agreement shall be prepared by COLEMAN and submitted to the CLIENT's designated representative for review, approval and signature prior to initiation of Services on the Project. All Services authorized by Exhibit A(s) shall be subject to the terms of this Agreement.

2. Compensation for Services

(a) Services shall be invoiced in accordance with Exhibit A and for Time and Materials pricing, the COLEMAN STANDARD RATE SCHEDULE. Unless otherwise stated, the opinion of probable cost for Services presented in Exhibit A is for budgeting purposes only and is not a fixed price. See Paragraph 25, *infra*. If it becomes apparent that the budgetary estimate is not sufficient to complete the Project in a satisfactory manner, COLEMAN will endeavor to advise the CLIENT. Unless COLEMAN is notified in writing to stop work prior to completing the Project, all costs incurred to complete the Project, even if greater than the cost estimate, shall be invoiced.

(b) COLEMAN reserves the right, upon fourteen (14) days written notice, to adjust the COLEMAN STANDARD RATE SCHEDULE. This rate adjustment usually occurs annually at the beginning of the calendar year. The amount of any excise, VAT, sales or gross receipts tax or tariff that may be imposed on COLEMAN because of the Project shall be added to the total compensation for Services as determined herein.

(c) Cost estimates of compensation for Services do not include time spent by COLEMAN related to legal proceedings. CLIENT shall be responsible for and pay COLEMAN at its prevailing rates for all time spent by its personnel in connection with any court, administrative or other legal proceedings arising from or relating to Services provided under this Agreement, regardless of whether or not COLEMAN is subpoenaed to appear at such proceedings by CLIENT or any third party (CLIENT shall be entitled to a credit against such fees for any statutory witness fees paid to COLEMAN by CLIENT or any third party).

3. Invoices and Payments

Invoices shall be submitted once a month or upon completion of Services, whichever occurs earlier, and payment is due upon receipt of the invoice. A service charge of one and one-half percent (1.5%) per month shall be added to all accounts which are not paid by CLIENT within thirty (30) days of billing. All payments should be remitted to:

Coleman Engineering Company
635 Circle Drive
Iron Mountain, Michigan 49801

4. CLIENT'S Responsibilities

CLIENT shall at such times as may be required by COLEMAN for the successful and expeditious completion of the Services: (a) Obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services; (b) Provide COLEMAN with all known information regarding conditions at the Project site, including subsurface conditions, as well as existing specifications, documents, and drawings

regarding aboveground structures and facilities; and (c) Appoint an individual who shall be authorized to act on behalf of CLIENT, with whom COLEMAN may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CLIENT as to all matters pertaining to this Agreement and the performance of the Parties hereunder.

5. Maintenance of Professional Standards and Ethics

COLEMAN shall perform its Services in accordance with prevailing professional standards and ethics, as well as applicable laws or regulations. If COLEMAN believes that compliance with the CLIENT's directions could violate applicable professional standards or ethics, laws or regulations, then COLEMAN shall so advise the CLIENT, and the CLIENT and COLEMAN shall immediately enter into discussions to arrive at a mutually satisfactory solution. Failing a solution, either party may terminate this Agreement in accordance with Paragraph 17.

6. Representations and Warranties of COLEMAN

In performing the Services COLEMAN shall provide present engineering and/or scientific judgment and use a level of effort consistent with the standard of professional practice on the date hereof and in the locale of the Project. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, COLEMAN MAKES NO WARRANTY WHATSOEVER REGARDING THE SERVICES, INCLUDING ANY (1) WARRANTY OF MERCHANTABILITY; (2) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (3) WARRANTY OF TITLE; OR (4) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY COLEMAN OR ANY PERSON ON BEHALF OF COLEMAN CONCERNING ANY OF THE MATERIALS OR SERVICES WHICH MAY BE FURNISHED BY COLEMAN TO CLIENT.

7. Deliverables

- (a) All Project deliverables (the "Deliverables"), including, but not limited to, any and all reports, drawings, plans, designs and specifications prepared by COLEMAN pursuant to this Agreement are part of the Services contracted for by CLIENT and shall become CLIENT's property upon final payment due COLEMAN for COLEMAN's Services under this Agreement. COLEMAN shall retain one (1) set of all Deliverables for its files.
- (b) Deliverables are not suitable for use or reuse by CLIENT, its employees, agents or subcontractors on any extension of the Project or on any other project without the prior written authorization of COLEMAN. Such authorization is essential because it requires COLEMAN to evaluate the Deliverables' applicability given new circumstances, including, but not limited to, the passage of time.
- (c) CLIENT shall indemnify and hold harmless COLEMAN from and against any and all claims, damages, losses, and expenses arising out of or resulting from the unauthorized reuse of any Deliverables.

8. Recognition of Risk

- CLIENT acknowledges that the Services may give rise to unintended consequences and recognizes the risk associated with the Services. CLIENT agrees that COLEMAN shall not be liable to CLIENT for
- (a) investigations that disclose the presence of existing, uncontrolled hazardous or toxic substances, hazardous or toxic wastes, pollutants and contaminants, or other waste materials (the "Waste Materials");
 - (b) any disclosure to appropriate regulatory agencies, which may be required by the CLIENT as a result of the discovery of any uncontrolled Waste Materials at the Project site;
 - (c) the variance of data on site conditions (geological, geotechnical, groundwater characteristics, and Waste Material properties) from those encountered during initial site investigations or any uncertainty with respect to the interpretation of conditions at the Project site resulting from available surveys, borings, logs, field notes, laboratory test data, etc.;
 - (d) inability to achieve results required by governmental regulations relating to control of Waste Materials, which cannot be accomplished in an absolute sense (e.g., the construction of impermeable liners);
 - (e) projects, such as hazardous substance, waste or sanitary landfill sites that may not perform as anticipated by CLIENT, over time, even though COLEMAN's Services are performed in accordance with the Agreement; or

(f) contamination of previously uncontaminated soils and water by existing, uncontrolled Waste Materials as a result of exploration methods, (e.g., drilling, boring, or trench excavating) ordinarily performed within the profession and as part of the Services.

9. Limitation on the Scope of Services

CLIENT acknowledges that (i) COLEMAN has had no role in generating, treating, storing or disposing of Waste Materials which may be present at Project site; and (ii) COLEMAN has not benefited from the processes that produced such Waste Materials. Any Waste Materials encountered by or associated with Services provided by COLEMAN on the Project shall at no time be or become the property of COLEMAN. Arrangements for the treatment, storage, transport or disposal of any Waste Materials, which may be made by COLEMAN, shall be construed as being made solely and exclusively on CLIENT's behalf for CLIENT's benefit and CLIENT shall indemnify and hold harmless COLEMAN from and against any and all liability which arises out of the treatment, storage, transport or disposal of Waste Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring COLEMAN to assume the status of a generator, storer, treater or disposal facility as those appear within any federal, state or local statute, regulation or rule governing treatment, storage, transport and/or disposal of Waste Materials.

10. Insurance

Upon request, COLEMAN shall furnish copies of insurance certificates evidencing that it maintains the following coverages:

<u>Type</u>	<u>Limits</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000
General Liability – Combined (Bodily Injury and Property Damage)	\$1,000,000 each occurrence; \$2,000,000 aggregate
Automobile Liability – Combined (Bodily Injury and Property Damage)	\$1,000,000 each occurrence
Professional/Pollution Liability	\$5,000,000 each occurrence
Excess Liability (Umbrella Form)	\$10,000,000

Upon request additional insurance coverage may be sought and, if available, procured at CLIENT’S expense.

11. Limitation of COLEMAN's Liability to CLIENT

(a) Except for (i) claims covered under the policies of insurance and policy limits listed in Paragraph 10; and (ii) for circumstances caused by the willful misconduct of COLEMAN, any and all liability or claim for damages levied against COLEMAN by CLIENT, whether based upon contract, tort, breach of warranty, professional negligence (including errors, omissions or other professional acts) or otherwise, including claims against COLEMAN's directors, officers, employees, affiliates, professional associates, consultants and subcontractors, shall be limited to the amount of COLEMAN's total compensation on the affected Project less amounts paid to its independent professional associates, consultants and subcontractors.

(B) IN NO EVENT WILL COLEMAN BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, DIRECT OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF CAPITAL, CLAIMS OF CUSTOMERS, COST OF PURCHASE OR REPLACEMENT, OR FOR ANY OTHER LOSS OF ANY NATURE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING FROM ANY CAUSE WHATSOEVER.

(c) Any claim, whether based upon contract, tort, breach of warranty, professional negligence (including errors, omissions or other professional acts), or otherwise, shall be deemed waived unless made by CLIENT in writing and received by COLEMAN within one (1) year after CLIENT reasonably knew or should have known of its existence but, in no event, shall such claim be asserted by CLIENT later than six (6) years after COLEMAN's completion of the Services with respect to which the claim is made.

12. COLEMAN's Indemnification of CLIENT

Subject to the limitations set forth in Paragraphs 6, 8, 9 and 11 of this Agreement, COLEMAN shall indemnify and hold harmless CLIENT from and against any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorney fees and expenses), which (i) are made against CLIENT by unrelated third parties; and (ii) arise from the gross negligence or willful misconduct of COLEMAN.

13. CLIENT's Indemnification of COLEMAN

CLIENT shall indemnify and hold harmless COLEMAN from and against any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorney fees and expenses), or diminution of value, whether or not involving a third-party claim, which (a) exceed the limitation of COLEMAN's liability provided for in Paragraph 11; (b) exceed the limit of COLEMAN's insurance coverage; or (c) arise out of or are in any way connected with (i) any release or threatened release of Waste Materials, or any other generation, treatment, storage, transport or disposal of Waste Materials, provided that such was not caused by COLEMAN's gross negligence or willful misconduct; or (ii) the acts or omissions of CLIENT, CLIENT's employees, agents and subcontractors and their employees and agents.

14. Modifications, Counterparts and Signatures to the Agreement

(a) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by an authorized representative of each party. It is the desire of the Parties to keep changes in the scope of Services at a minimum; however, CLIENT or COLEMAN may, from time to time, request modification of the scope of Services. If requested, COLEMAN shall promptly provide revised cost estimates to CLIENT reflecting the changes.

(b) This Agreement and any modifications to it may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

(c) The parties agree that signatures on this Agreement, as well as any other documents to be executed under this Agreement, may be delivered by facsimile or by electronic mail in lieu of an original signature, and facsimile or electronically signed documents shall be deemed to have the same legal effect as delivery of an original signed copy.

15. Force Majeure

Neither the CLIENT nor COLEMAN shall hold the other responsible for damages or delays in performance caused by *force majeure* or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For this purpose, *force majeure* shall include, but not necessarily be limited to, unusually severe weather, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances, unanticipated site conditions, acts of God, acts of the Government of the United States or the several states, or any foreign country, or any of them acting in their sovereign capacity. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Failing achievement of such an agreement, either party may terminate this Agreement in accordance with Paragraph 17.

16. Project Delays

(a) If COLEMAN is delayed at any time in the progress of Services for any specific activity (i) by an act, failure to act, or neglect of CLIENT or CLIENT's employees or any other party; (ii) by changes in the scope of Services; or (iii) by delay authorized by CLIENT and agreed to by COLEMAN; then the time for completion shall be extended. Additionally, COLEMAN SHALL receive an equitable compensation adjustment if delays caused by any of the above events result in additional costs to COLEMAN.

(b) In order to effectuate such modifications to COLEMAN's Project duration and/or compensation for Services, COLEMAN shall notify CLIENT, in writing, within fourteen (14) days of when COLEMAN reasonably knew or should have known of the impact of the occurrence of such event upon its Services to CLIENT. Thereafter, CLIENT and COLEMAN shall immediately enter into discussions to arrive at a mutually satisfactory amendment pursuant to Paragraph 14 revising COLEMAN's Project duration and/or compensation for Services. If no such amendment is accomplished, either party may terminate this Agreement in accordance with Paragraph 17.

17. Termination, Suspension or Abandonment

(a) This Agreement may be terminated by either party upon fourteen (14) days written notice (i) should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the terminating party; or (ii) if the right to terminate is referenced in this Agreement.

(b) If the Project is suspended by CLIENT, COLEMAN shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, COLEMAN's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of COLEMAN's Services.

(c) If the Project is suspended by CLIENT for more than ninety (90) consecutive days, COLEMAN may immediately terminate the Agreement by giving written notice.

(d) If CLIENT fails to make payment when due COLEMAN for Services, COLEMAN may, upon fourteen (14) days written notice to CLIENT, suspend performance of Services under this Agreement. Unless payment is received in full by COLEMAN within ten (10) days of date of notice, the suspension shall take place without further notice. In the event of suspension of Services, COLEMAN shall have no liability to CLIENT for delay or damage caused by CLIENT because of such suspension of Services.

(e) Regardless of which party shall effect termination or the cause therefor, CLIENT shall, within thirty (30) calendar days of termination, pay COLEMAN for Services rendered and costs incurred, in accordance with this Agreement and COLEMAN's then-prevailing STANDARD RATE SCHEDULE. Services and the associated costs shall include those rendered up to the time of termination, as well as those associated with termination and post-termination activities, including, but not limited to demobilization, modification of schedules, reassignment of personnel, decontamination and/or disposal of equipment, and disposal and replacement of contaminated consumables.

18. Dispute Resolution Costs

In the event that legal action is brought by either party against the other for liability or claim for damages or otherwise, including but not limited to (i) non-payment of invoices; (ii) enforcement of the terms and conditions of this Agreement; or (iii) enjoining any party from violating the terms and conditions of this Agreement; then the successful party shall be entitled to recover, as part of its damages, its reasonable legal costs and expenses for bringing and maintaining any such action.

19. Term of the Agreement

This Agreement shall remain in full force and effect until (i) COLEMAN's completion of the Services; or (ii) termination by either party in accordance with Paragraph 18. Completion of Services for any given Project shall be defined as occurring at the earlier of (i) thirty (30) days after the date when required Deliverables are delivered for final review to CLIENT and/or the applicable regulatory agency or agencies; or (ii) thirty (30) days after substantial completion of the Services in accordance with the terms and conditions of this Agreement and Exhibit A thereto.

20. Information Provided by CLIENT or Others

(a) COLEMAN shall indicate to CLIENT the information needed for rendering the Services described in Exhibit A, as well as, likely sources of this information, with such sources to include but not be limited to CLIENT. COLEMAN shall review existing information provided by others and shall give CLIENT its opinion as to the risks associated with reliance on such information. CLIENT understands that it is impossible to eliminate all risks because of inherent limitations on the techniques available to develop the information, and/or because of errors, omissions or inaccuracies which may exist in the information.

(b) To the extent that CLIENT expects COLEMAN to rely solely upon existing information, without the opportunity for COLEMAN, in its professional and/or scientific judgment, to appropriately validate the accuracy and reliability of such information, the CLIENT agrees to waive any claim against COLEMAN and to indemnify and hold harmless COLEMAN from and against any and all claims, losses, damages, costs and/or fines, or liability for injury or loss or legal or administrative proceedings allegedly arising from errors, omissions or inaccuracies in existing information provided to COLEMAN by CLIENT or others.

21. Continuity of Services

(a) CLIENT agrees that if Services are bid and awarded in phases, and COLEMAN provides only one phase of the Project, then CLIENT shall not hold COLEMAN responsible for, and CLIENT shall indemnify and hold harmless COLEMAN from and against any and all claims, damages, losses and expenses incurred by COLEMAN resulting from any interpretation, clarification, substitution, or modification of COLEMAN'S Deliverables being carried out by CLIENT or others. Furthermore, CLIENT shall not hold COLEMAN responsible for, and CLIENT shall indemnify and hold harmless COLEMAN from and against any and all claims, damages, losses and expenses incurred by COLEMAN resulting from detecting, in advance of performance of affected work, inconsistencies or irregularities in the drawings, specifications or other Project deliverables provided by CLIENT or others for use by COLEMAN.

(b) Nothing contained in this Paragraph shall be construed to release COLEMAN from liability for failure to perform, in accordance with professional standards, any duty or responsibility which COLEMAN has undertaken or assumed under this Agreement.

22. Right of Entry

CLIENT shall provide for COLEMAN's right to enter, from time to time, Project site and/or adjacent properties, owned by CLIENT and/or other(s), in order for COLEMAN to complete its Services. CLIENT understands that use of exploration equipment may cause some property damage, the correction of which is not part of this Agreement. CLIENT also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may result in a reduction of the property's value. Accordingly, CLIENT waives any claim against COLEMAN and agrees to indemnify and hold harmless COLEMAN from and against any and all claims, damages, losses and expenses arising from procedures associated with subsurface exploration activities or discovery of uncontrolled Waste Materials.

23. Utilities

CLIENT and/or his designee shall be responsible for identifying the location of all utility lines and subterranean structures within the property lines of the Project site and/or adjacent properties, as the case may be. COLEMAN shall request responsible utilities and/or other appropriate public agencies to locate any utility lines known to exist within the public rights-of-way. CLIENT agrees to indemnify and hold harmless COLEMAN from and against any and all damage to utilities or subterranean structures which are not correctly located within the property lines of the Project site and/or adjacent properties, as the case may be.

24. Samples

Samples shall be returned to CLIENT for final disposition, or at CLIENT's direction shall be disposed of in the proper manner according to the applicable regulations for the handling, storage, transport, and disposal of such materials at CLIENT's cost. Under no circumstances shall this Agreement be construed or interpreted to create any right, title, interest or responsibility for such samples by COLEMAN.

25. No Guarantee regarding Cost

COLEMAN makes no guarantee that proposals, bids, or total construction costs will conform with opinions of probable cost prepared by COLEMAN. COLEMAN's opinion of probable construction costs and/or operations and maintenance costs provided for herein are made on the basis of COLEMAN's past experience and judgment as a design professional, familiar with the construction industry.

26. Limitations regarding Review of Shop Drawings

COLEMAN may review and approve (or take other appropriate action in respect of) shop drawings, samples and other data which CLIENT's contractor(s) (collectively, the "General Contractor"), but only for conformance with the design concept of the Project and compliance with the information provided in the contract drawings and specifications or other Project deliverables. In no event shall such reviews, approvals or other actions extend to means, methods, techniques, sequences or procedures of construction, safety precautions and programs or activities incident thereto.

27. Limitations regarding Field Observation, Monitoring and Testing

COLEMAN expressly negates responsibility for the performance of the General Contractor, its finished product, and its work in accordance with CLIENT's requirements. The purpose of COLEMAN's presence at the Project site during construction is to enable COLEMAN to better carry out the duties and responsibilities assigned to and undertaken by COLEMAN. During such visits or as a result of such field observations, monitoring and testing, COLEMAN shall not (i) supervise, direct or have control over the General Contractor's work; (ii) have authority over or responsibility for the General Contractor's means, methods, techniques, sequences or procedures, whether related to safety or otherwise; or (iii) be responsible for any failure of General Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to General Contractor's furnishing and performance of work.

28. No Responsibility for Safety

COLEMAN is not responsible for the safety of any individual other than COLEMAN employees and COLEMAN contractors. Any construction review by COLEMAN of the General Contractor's performance does not include a review of the adequacy of the General Contractor's safety measures in, on, or near the Project site. The General Contractor shall be solely and completely responsible for working conditions at the Project site, including safety of all persons and property related to the General Contractor's work, whether during normal working hours or otherwise.

29. Notice of Lien Rights – Wisconsin Sites Only

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, COLEMAN HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO COLEMAN, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. COLEMAN AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

30. Notice of Lien Rights – Minnesota Sites Only

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO CLIENT'S PROPERTY MAY FILE A LIEN AGAINST CLIENT'S PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. (B) UNDER MINNESOTA LAW, CLIENT HAS THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THE IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM COLEMAN'S CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE COLEMAN FROM CLIENT UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

30. Notice of Commencement – Michigan Sites Only

CLIENT may be required to provide and post a Notice of Commencement pursuant to State law.

31. Independent Contractor

COLEMAN shall not act as CLIENT'S agent or employee, but rather, as an independent contractor. COLEMAN shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

32. Equal Employment Opportunity – Federal Contracts Only

In the performance of Services under this Agreement, COLEMAN agrees not to discriminate against any employee or applicant because of race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status of physical or mental disability. Any subcontracts of COLEMAN will require the same commitment to nondiscrimination.

33. Assignment

This Agreement is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other; which consent (i) shall not be unreasonably withheld; and (ii) shall be provided in a timely manner.

34. Notices

Any notices required or permitted to be sent may be delivered personally, or certified mail, return receipt requested, to the signatories of this Agreement at the addresses set forth herein or such other addresses as the parties may designate.

35. Entire Agreement

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services by COLEMAN to CLIENT and shall apply to Exhibit A, unless otherwise stated therein. This Agreement may be amended only by a written instrument signed by each party.

36. Precedence

The terms of this Agreement shall take precedence over any inconsistent or contradictory provisions contained in any CLIENT-issued purchase order, requisition, notice to proceed, or like document regarding COLEMAN's Services.

37. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intentions of the stricken provision.

38. Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility between CLIENT and COLEMAN or limiting liability of COLEMAN shall survive the completion of Services hereunder and the termination of this Agreement.

39. Governing Law

This Agreement shall be governed by and interpreted pursuant to the rules of the State in which the Project site is located.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents.

CITY OF GLADSTONE

COLEMAN ENGINEERING COMPANY

Signature: _____

Signature: _____

By: _____

By: Scott Nowack, P.E.

Title: _____

Title: Principal

Phone: _____

Phone: 906.774.3440

Address: 1100 Delta Avenue

Address: 635 Circle Drive

Gladstone, MI 49837

Iron Mountain, MI 49801