

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 20__.

BETWEEN the Owner, the CITY OF BAY CITY, MICHIGAN, a Michigan Municipal Corporation, of 301 Washington Avenue, Bay City, Michigan, 48708, and the Contractor, _____ of _____

The Project is: _____
WITNESSETH:

The Owner and Contractor agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of those documents defined as such in Article 1 of the General Conditions; which with other documents listed in this Contract and Modifications issued after execution of this Contract form the Contract, and are as fully a part of the Contract as if attached to this Contract or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor will perform the Work under the terms, conditions, covenants and agreements as set forth in the Advertisement or Invitation to Bid, Instructions to Bidders, the Proposal, Bay City Standard Specifications for Construction, the Contract, Addenda, Bonds, General and Supplemental Conditions, drawings, plans and specifications, Modifications, and the Prevailing Wage Schedule and Equal Employment Opportunity Section, all of which are made a part of this Contract, under the supervision and according to the direction of the City Manager of the City, or his designated agent, and according to the provisions of the Charter of the City, the Ordinances of the City, and applicable laws and regulations appertaining thereto.

ARTICLE 3
INDEMNIFICATION

Contracting party shall defend, save, keep, hold harmless and indemnify the City, its City Commission, officers, agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of, resulting from or caused by the performance of the work or furnishing of goods, machinery, equipment and machines, provided that such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury or damage to or destruction of tangible property (other

than the work itself), including the loss of use resulting therefrom; and (2) is caused in whole or in part by any act or omission of the contracting party, any subcontractor or supplier, anyone directly or indirectly retained, consulted or employed by any of them or in privity with them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or any of its officers, agents or employees by any employees of the contracting party, any subcontractor or supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contracting party or any subcontractor or supplier under worker's compensation acts, disability benefit acts or other employee benefit acts.

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees, officers or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter.

ARTICLE 4
BONDS, INSURANCES, WARRANTIES AND PATENTS

The bonding, insurance and warranty requirements set forth in the Instructions to Bidders and General and Special Conditions are incorporated herein by reference thereto and made an integral part hereof. The failure to comply therewith shall give the City the right, without protest or remedy, to immediately suspend the Contract, and any work thereunder, or in its sole discretion and without liability or penalty to terminate this Contract.

ARTICLE 5
DATE OF COMMENCEMENT, TIME IS OF THE ESSENCE
AND COMPLETION

The date of commencement shall be the date set forth in the Notice to Proceed.

The Contractor agrees that time is of the very essence of this Contract and that the Contractor shall complete the performances and work set forth in the Contract Documents no later than _____. \$ _____ shall be deducted from the Contract price for each working day after the date established for completion, by reason of Contractor's delay in the completion of the Project.

ARTICLE 6
CONTRACT PRICE

The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Price of _____ (\$ _____) Dollars, subject to additions and deductions as provided in the Contract Documents.

The Contract Price is based upon the following alternatives, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

ARTICLE 7
PROGRESS PAYMENTS

If progress payments are to be made hereunder, they shall be based upon Applications for Payment submitted to the City Engineer by the Contractor and Recommendations for Payment issued by the City Engineer. Progress payments shall be subject to retainages set forth in Article 10, Section B of the General Conditions.

ARTICLE 8
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Price, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor and accepted by the Owner, except for the Contractor's responsibility to satisfy other requirements, if any, which necessarily survive final payment; and (2) a recommendation for final payment has been issued by the City Engineer; such recommendation for final payment shall be acted on by the Owner not more than thirty (30) days after the issuance of the City Engineer's recommendation for final payment.

ARTICLE 9
TERMINATION OR SUSPENSION

The Contract may be terminated by the Owner and Contractor as provided in Article 10 of the General Conditions. The Work may be suspended by the Owner as provided in Article 10 of the General Conditions or as otherwise set forth in the Contract Documents.

IN WITNESS WHEREOF, the City of Bay City has caused these presents to be signed by the Mayor and the corporate seal of the City to be hereunto affixed, attested by the City Clerk, and the said Contractor has hereunto set its hand and seal, on the date written above.

CONTRACTOR:

OWNER:
CITY OF BAY CITY

By:
Its _____
(Title)

By: Charles M. Brunner
Its Mayor

By: Dana L. Muscott
Its Clerk