

CONTRACT
CITY OF GRANT, MICHIGAN

City of Grant 2021 Street Improvements Agreement, made and entered into this day of _____, _____, 2021, by and between the CITY OF GRANT, MICHIGAN, hereinafter called the CITY, and, _____, duly organized and doing business under the laws of the State of _____, hereinafter referred to as "Contractor".

WHEREAS, said Contractor, at a regular meeting of the City Commission of the City of Grant, held on _____, _____, 2021 was awarded the contract for furnishing the necessary equipment, materials, labor and construction complete for City of Grant 2021 Street Improvements.

NOW THIS AGREEMENT WITNESSETH:

That said Contractor, in consideration of the Agreement herein made by the City, agrees with the City as follows:

ARTICLE I. SUBJECT MATTER. Said Contractor shall and will furnish all the materials and perform all the work for City of Grant 2021 Street Improvements as listed on the project Supplemental Specifications, and as shown on the Maps/Drawings prepared by the City in accordance with the requirements of said documents and the Notice to Bidders, Instructions to Bidders, and Bid Proposal, which are hereby declared to be part of the specifications, and which drawings and specifications are hereby made a part of the contract as fully as if herein repeated and copy of which the Contractor acknowledges he has received.

ARTICLE II. COMMENCEMENT OF WORK. The Contractor shall agree to start work on or after _____, _____, 2021 or as directed by the City and the work shall be carried on with due diligence, at such points and at such times and seasons, and with such force and in such manner as to secure the completion on or before _____, _____ 2021.

ARTICLE III. PAYMENT. It is hereby mutually agreed that the City shall pay, and the Contractor receive, the sum named on the attached **Exhibit A – Copy of Original Proposal, Exhibit B – Copy of Original Addendum No. 1, Exhibit C – Copy of Original Addendum No. 2, Exhibit D – Copy of Original Addendum No. 3 in the amount of \$_____ (use as many as needed)** same being the amount named in the proposal as full compensation for labor and materials required in executing all the work contemplated in this contract, subject to additions and deductions, as provided in the specifications.

ARTICLE IV. ESTIMATES. The City hereby agrees to make payment under the restrictions and limitations herein contained, from time to time, on account of performance of this contract, by orders drawn upon the proper fund of the City, paying NINETY PERCENT (90%) thereof on the basis of estimates made by the City semi-monthly as the work progresses. Said estimates shall be made in writing and shall only include work done and material in place and shall not include completed work which, in the opinion of the City, it is not advisable, for the protection of the City, at that time to make payment on, and such estimates may

be altogether withheld when, in the opinion of the Public Works Supervisor, work does not progress in accordance with the provisions of this contract; and the making and furnishing of such estimates shall not be deemed or construed as an acceptance or any part of the work under this contract. The City may authorize the reduction of the amount so withheld so that total payment equals NINEY-FIVE PERCENT (95%) of the estimate where he shall find that the retention of FIVE PERCENT (5%) of the estimate is sufficient to protect the City, but the total amount retained shall not any event be reduced to less than FIVE PERCENT (5%) of the contract price above stated.

ARTICLE V. RETENTION OF MONEYS. In addition to the TEN PERCENT (10%) of contract price above retained, to insure the completion of the work, said City reserves the right to retain at all times from the estimates, and amount sufficient to pay and discharge all debts incurred by said Contractor, or subcontractor, for labor performed thereof in the progress of the work, and for material purchased and used therefor, and, at its discretion, to pay the same to the parties entitled thereto, and charge the same against the contract price.

ARTICLE VI. SEPARATE CONTRACTS. Where two or more separate proposals are grouped together herein, it is expressly agreed that each of said proposals shall constitute a separate contract and that all of the terms, conditions, and provisions of this contract shall apply to each of said proposals to the same extent and in the same manner as though each of said proposals had been the subject of separate contract.

ARTICLE VII. PUBLIC ACT 524 OF 1980. Notwithstanding any provision herein to the contrary, this agreement is subject to 1980 PA 524, which statute is incorporated herein and made a part hereof by reference. The Contractor hereby agrees that the City may, at its option, submit the following matters to dispute resolution by and agent agreed to or selected in accordance with the procedures set forth in the statute:

1. At any time during the term of the contract, to determine whether there has been a delay for reasons that were within control of the Contractor, and the period of time that delay has been caused, continued, or aggravated by actions of the Contractor.
2. At any time after ninety-four (94%) of work under the contract is in place, whether there has been an unacceptable delay by the Contractor in performance of the remaining six percent (6%) of work under the contract. The agent shall consider the terms in the contract and procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable improvement practices in the industry for completion of the project.

The agent shall have all the rights, powers and duties specified in the statute.

Article VIII. ACCEPTANCE AND FINAL PAYMENT. The final payment, including any retainage previously withheld, shall be payable on the approval and acceptance of the work by the Public Works Supervisor.

The payment of the final amount due under this contract, and the adjustment and payment of all bills rendered for the work done in accordance with any alterations of the same, shall release the City from any and all claims or liability on account on account of work performed or materials furnished under said contract, or any alterations thereof.

IN WITNESS WHEREOF, The City of Grant 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 party of the second part hereunto set his/her hand and seal, as of the day and year first above written.

CONTRACTOR

CITY OF GRANT

BY: _____

BY: _____

Julie Hallman, Mayor

By: _____

Kasey Jernberg, City Manager / Interim Clerk