

MILFORD TOWNSHIP- GENERAL CONTRACT TERMS

1. The Bidder agrees to comply with all applicable State, Federal, and local statutes, ordinances, and regulations, and obtain any and all building, zoning and/or land use permits applicable to the performance of this Contract.

2. This Contract shall commence upon approval from the Board of Trustees for the Charter Township of Milford, and shall be substantially complete as indicated on approved bid. The Bidder agrees to complete all work required as described in this Contract on an expeditious schedule designed to meet time frames set forth by the Township. In the event substantial delays in the work occur, the Township shall undertake whatever reasonable steps are necessary to mitigate the effect of such delays.

3. The Bidder agrees that this Contract does not constitute, create, give rise to or otherwise recognize an ongoing or continuing agreement or relationship, partnership or formal business organization of any kind between the Township and the Contractor. The rights and obligations of the parties shall only be those expressly set forth herein.

4. The Bidder shall have the total responsibility for all its salaries, wages, bonuses, retirement, withholdings, and workman's compensation. This requirement includes responsibility for Bidder's occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by Bidder in the performance of the Contract.

5. The Township may withhold payment to the Bidder on account of, among other things: defective work not remedied; claims filed or reasonable evidence indicating the probable filing of claims; failure of the Bidder to make payments properly to subcontractors for material or labor; a reasonable doubt that the Contract can be completed for the unpaid balance of the Contract Price; and damage to the Township or another contractor. Payment may also be withheld until the Bidder has furnished satisfactory evidence to the Township that it has paid all claims of every nature. No payment shall be considered as acceptance of the work, or any portion thereof, prior to the final completion of the work.

6. The Bidder shall designate one individual responsible for direct communication with the Township and overall management of Bidder's work. The Bidder's representative shall meet with the Township Clerk on a periodic basis for the purpose of reviewing progress and securing necessary guidance in solving problems that may arise.

7. The Bidder shall, as soon as practicable after the signing of the Contract, notify the Township in writing of the names of subcontractors proposed for the work and shall not employ any subcontractors that the Township may object to as incompetent or unfit. If the Bidder shall cause any part of the work under this Contract to be performed by a subcontractor, the provisions of this Contract shall apply to such subcontractor and its officers and employees in all respects as if they were employees of the Bidder. The Bidder shall not be in any manner thereby relieved from its obligation and liabilities under

this Contract, and the work and materials furnished by the subcontractor shall be subject to the same provisions as if furnished by the Bidder.

8. The Bidder shall comply with the requirements of all Federal, State, and local laws, ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Worker's Compensation, and shall not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin.

9. The Bidder shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: employees, contractors or consultants on the site and other persons who may be affected thereby; the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Bidder or the Bidder's contractors; and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the improvement of the site. Any damages or losses incurred in connection with improvement of the site, which are not insured under Bidder's insurance policies, shall be promptly addressed and remedied by the Bidder. The Township shall not be responsible for any such damages or losses.

10. The Bidder shall confine work at the site to areas permitted by law, ordinances, permits and this Contract, and shall not unreasonably encumber the site with materials or equipment. The Bidder shall remove from and about the area waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Bidder fails to clean up as provided in this Contract, the Township may do so and the cost thereof shall be charged to the Bidder. Final payment shall not be made by the Township to the Bidder until the site has been adequately cleaned.

11. The Bidder recognizes that the Township shall continue to occupy and use the site and/or the surrounding area, and the Bidder shall not unreasonably interfere with such use. Any use of the site or the surrounding area prior to completion of Bidder's work shall not constitute acceptance of work not complying with the requirements of this Contract.

12. The Bidder warrants to the Township that materials and equipment furnished under this Contract will be of good quality, the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of this Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Bidder's warranty excludes remedy for damage or defect caused by abuse or modifications not executed by the Bidder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If further required by the Township, the Bidder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

13. This Agreement may be terminated without cause by the Township upon ten (10) days written notice. In such case the Bidder shall be compensated by the Township for all labor and materials completed and installed prior to termination.

14. The Bidder shall be solely responsible for and shall indemnify, defend and hold harmless the Township, their agents, officers, officials and employees from and against any and all claims, suits, damages and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or the death of any person, including, but not limited to, their employees, agents, officials and officers and for all other liabilities whatsoever, including related expenses and actual attorneys' fees, in any way sustained or alleged to have been sustained, indirectly or by reason of or in connection with the performance of these services, or from any other acts or omissions of the Bidder, its employees, agents, contractors and consultants. The foregoing shall not be construed to be an agreement by the Bidder to indemnify the Township against liability resulting from any acts or omissions of the Township or its agents, officers, officials or employees.

15. The Bidder will be responsible for providing certificates of insurance to the Township, which establish that the Bidder, its employees, contractors and consultants have coverage for Workers' Compensation, General Liability, Motor Vehicle, Excess Liability and Professional Liability Insurance, as well as any other applicable insurance coverage. The insurance required by this section shall be written for not less than limits of liability acceptable to the Township. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of execution of this Contract and continue as such throughout the duration of the work. Certificates of insurance acceptable to the Township shall be filed with the Township prior to commencement of the work set forth by this Contract, and shall name the Township as an additional insured. Further, the certificates and the insurance policies required by this section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Township. Information concerning reduction of coverage on account of revised limits or paid claims, or both, shall be furnished by the Bidder to the Township with reasonable promptness.

Authorized Signature

Donald D. Green
Township Supervisor

Printed Name

Date

Date

Company Name

Charter Township of Milford
1100 Atlantic Street
Milford, Michigan 48381

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