

CONTRACTOR AGREEMENT

THIS AGREEMENT is made on **?????? ?, 2023**, between LAPEER COMMUNITY SCHOOLS (“LAPEER”), **TBD**, and is for performance of the following described Work, in accordance with the plans, specifications and documents described below (the “Contract Documents”):

Work: Snow Plowing Services for 2023-2024.

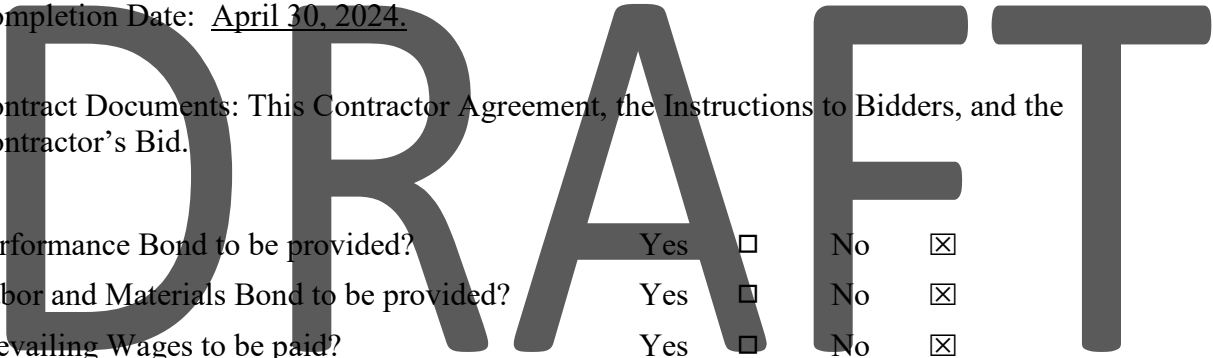
Contract Amount: **\$XXXXXX (2”-6”) and \$XXXXXX (6” or more) “Group B”** (Attachment 'A'). The number of inches of snow will be determined by the Facility Director/National Weather Service.

Commencement Date: **????? ?, 2023**.

Completion Date: April 30, 2024.

Contract Documents: This Contractor Agreement, the Instructions to Bidders, and the Contractor’s Bid.

Performance Bond to be provided?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Labor and Materials Bond to be provided?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Prevailing Wages to be paid?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>



1. Contract. LAPEER agrees to retain CONTRACTOR to perform the Work as specified above, and CONTRACTOR agrees to undertake and complete the Work subject to the terms and conditions specified herein. CONTRACTOR is an independent contractor.
2. The Work. The Work shall consist of the tasks described above to be completed by CONTRACTOR, including the furnishing of all labor, materials, tools, supplies, equipment and supervision. All the Work shall be done to the satisfaction of LAPEER and shall be done in a skillful and workmanlike manner with material and equipment being both new and of the best kind and grade for the purpose intended. CONTRACTOR shall insure that all work performed and materials and equipment installed comply with the Contract Documents and all applicable laws, ordinances, codes, rules, and regulations. CONTRACTOR shall obtain all necessary permits and licenses.
3. Time of Commencement and Completion. CONTRACTOR agrees to commence the Work on or before the Commencement Date/Time and to complete the Work by the Completion Date/Time. Time is of the essence.

4. Payments. LAPEER shall pay CONTRACTOR for the proper performance of the Work the Contract Amount, subject to additions or deductions by change order. CONTRACTOR shall be paid based on applications for payment submitted to LAPEER as set forth in the Instructions to Bidders.
5. Change Orders. LAPEER may verbally order any changes to the Work to be rendered hereunder consisting of additions, deletions or other revisions; subject, however, to adjustment of the Contract Amount and Time of Completion satisfactory to LAPEER and CONTRACTOR and prior to commencement of the Work related to any such change order. If CONTRACTOR performs any additional work (except for work required in an emergency to protect life or property), prior to receiving a verbal change order from the Operations Director for said additional work, CONTRACTOR shall not be entitled to and shall be deemed to have waived its right to any compensation for said additional Work.
6. Insurance. CONTRACTOR shall purchase and maintain the insurance specified in the Instructions to Bidders. CONTRACTOR shall provide proof of such insurance to Lapeer prior to commencement of the work.
7. Incorporation of Instructions to Bidders and Contractor's Bid. The terms and conditions contained in the Instructions to Bidders issued by LAPEER for the work are incorporated into this Agreement and are part of the Contract Documents. CONTRACTOR'S bid is also incorporated into this Agreement, except for any term or condition of the bid which are inconsistent with the terms and conditions in the Instruction to Bidders or this Agreement.
8. Safety Program. CONTRACTOR will: (1) implement for the Work a comprehensive, meaningful and effective safety program designed to encourage safe work habits and practices and reduce the occurrences of accidents and injuries, and (2) require all subcontractors and suppliers on the Work to adhere to CONTRACTOR's safety program. The safety program shall meet all federal, state, and local laws, ordinances, codes, rules and regulations.
9. Provisions Required by Law Deemed to be Incorporated into this Agreement. Any term, condition, or provision required by law to be in this Agreement shall be deemed to be inserted in this Agreement as if set fully set forth herein, and this Agreement shall be read and enforced as though such term, condition, or provision were inserted.
10. Contractor's Warranty. The CONTRACTOR hereby agrees to repair any damage incurred by the CONTRACTOR or their equipment to LAPEER'S facilities.
11. Defense and Indemnification. The successful bidder shall defend, indemnify, and hold harmless Lapeer Community Schools (including its officials, officers, and employees) from any and all claims, suits, losses, damages, costs, fines, expenses (including costs of defense, settlement and attorney's fees), and causes of actions, including any judgments which may be entered against them, arising out of or caused by, directly or indirectly, in whole or in part, any act, error, or omission of the successful bidder or subcontractor or their employees, agents, or representatives. The obligation of the successful bidder to defend, indemnify, and hold harmless Lapeer

Community Schools and others as described above shall survive and continue after final payment, acceptance of the work, and termination of the Contract.

12. No Compensation or Damages for Delay. LAPEER agrees to pay and the CONTRACTOR agrees to accept the sum set forth in the bid as full compensation for all labor, supervision, equipment, home office and field overhead, materials, administrative and incidental expense required in executing all of the work described in the bid and set forth in the plans and specifications, including all loss or damage arising out of the work, as impacted by the elements or from any obstruction, delay or difficulties which may be encountered for any reason. No claims for extra compensation or adjustments in the contract sum will be made by CONTRACTOR on account of any delay, costs incurred as a result of variations within the as-planned schedule, or the failure of others to complete any of the work or deliveries as scheduled. CONTRACTOR agrees that its only remedy for delay for any reason shall be an extension of the time for completion of the work, if justified.
13. Modifications: This Agreement may be changed or amended by a written document signed by LAPEER and CONTRACTOR or verbal communication, when applicable, by the Director of Operations.
14. Work During School Activities. If the Work is required to be performed while school activities are taking place, CONTRACTOR will perform its work so as not to interfere with any school activities, including but not limited to controlling and managing noise levels, providing student and staff safety, removing snow and ice, providing convenient access for students and staff, and other actions as may be necessary to perform the Work so as not to interfere with school activities.
15. Termination by LAPEER. LAPEER may terminate this Agreement if CONTRACTOR,
 - a) refuses or fails to supply enough or properly skilled workers or required materials to properly perform the Work or keep the Work on schedule,
 - b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between CONTRACTOR and the subcontractors,
 - c) disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - d) is otherwise in breach of any provision of this Agreement.
 - i. When any of the above reasons exist, LAPEER may without prejudice to any other rights or remedies it may have and after giving CONTRACTOR and the CONTRACTOR'S surety, if any, fifteen days' written notice, terminate the work of CONTRACTORS and take possession of the work area and of all materials thereon owned by CONTRACTOR, and finish the Work by whatever reasonable method LAPEER may deem expedient. When LAPEER terminates the work of the CONTRACTOR for one of the reasons set forth above, CONTRACTOR shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds the costs of finishing the Work, such excess shall be paid to the

CONTRACTOR. If such costs exceed the unpaid balance, CONTRACTOR shall pay the difference to LAPEER. This obligation for payment shall survive termination of this Agreement.

16. Termination by Contractor. If LAPEER fails to make payment when due for work properly complete or breaches any other obligation of this Agreement, following fifteen days' written notice to Lapeer, CONTRACTOR may terminate this Agreement and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, but not for lost overhead or profit or for any damages.

LAPEER COMMUNITY SCHOOLS:

By: _____ Date: _____

Its: _____
CONTRACTOR:
By: _____ Date: _____
Its: _____

DRAFT