

Hindu Temple
CONTRACT AGREEMENT NO. NSGP2023/01
For NSGP FY 2023 Security Upgrades at Hindu Temple, Canton, MI

THIS CONTRACT AGREEMENT is made on _____ by and between
Hindu Temple (hereinafter "The Temple" or "Grant Recipient" or "Client")
Whose business address is 44955 Cherry Hill Road, Canton, MI 48188

AND

XYZ Contractor (hereinafter "Contractor" or
Whose business address is xx
Phone: (xxx) xxx Mobile: (xxx) xxx
Contact: xxx, xxx@xxx.com

This Agreement is entered into by and between **Hindu Temple ("The Temple" or "Grant Recipient" or "Hindu Temple")** and **XYZ Contractor ("Subcontractor" or "XYZ")** as of the date above written and is intended to govern the relationship of the parties. In and for the consideration contained herein, the value of which is acknowledged, the parties agree as follows:

1. SCOPE OF THIS AGREEMENT

1.1 Contractor acknowledges that **The Temple** has received a NSGP FY 2023 Security Grant under the Grant Agreement from **Michigan State Police** (hereinafter "**Prime Recipient**") for services in connection with **NSGP FY 2023 Security Upgrades at Hindu Temple, Canton, Michigan** (hereinafter "**Project**"), of which the **Client's** NSGP Grant Agreement, Invitation To Bid, its Attachments and Amendments, questions and answers, contracting clauses, FAR Clauses, drawings, specifications, Award and its Amendments, Exhibits, and notes are all incorporated herein as Exhibit "A" in their entirety. The provisions of Exhibit "A", including representations, certifications, contractual clauses, and flow down clauses including FAR clauses, shall be binding on **Contractor** and **Contractor** agrees to comply with same. **Contractor** is bound to **The Temple** by all of the terms and provisions of this Agreement and assumes toward **The Temple** all of the duties, obligations, and responsibilities that **The Temple** by its Grant Agreement with the **Prime Recipient** assumes toward **Prime Recipient**. **Contractor** further agrees that **The Temple** shall have the benefit of all rights, remedies, and redress against **Contractor** that the **Prime Recipient**, under the Grant Agreement, has against **The Temple**.

1.2 The following documents (hereinafter "Exhibits" or "Contract Documents") are incorporated by reference into this Agreement:

- (a) Exhibit "A", of which Contractor acknowledges receipt;
- (b) Exhibit "B", **xxx**; and
- (c) Exhibit "C", Sworn Statement Form & Lien Waiver Formats

1.3 This Agreement and all Exhibits referenced herein constitute the entire Agreement between **The Temple** and **Contractor**. There are no conditions, agreements, or representations between the parties except those expressed herein. This Agreement may be altered, amended, or appealed only by a duly executed written instrument signed by both **The Temple** and **Contractor**.

1.4 If any term of provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

2. SCOPE OF THE SERVICES

2.1 Contractor shall competently, timely, and diligently perform the scope of its work (also referred to herein as "Contract Work") as set forth here in accordance with the requirements of this Agreement and related Exhibits and documents identified in this Agreement.

All work as included in Exhibit "A" is the Contract Work including providing labor, materials, and equipments. This is a turn-key Contract. Following is a brief summary of items included in the Contract Work. For the full list of items, reference Exhibit "A":

- **xxx**
- **Daily and final cleanup of its work**

2.2 Total Contract Price or Contract Amount is \$xxx.00. This is a Firm Fixed Price lump sum Contract Price. It is understood and agreed that Contract Price is a full and complete equitable adjustment and constitutes compensation in full on behalf of **Contractor** for all costs and markups directly or indirectly attributable to the Contract Work or subsequent changes ordered herein, for all delays, and impacts related thereto and for performance of the Contract Work.

NO.	BID LINE ITEM	BID UNIT	COMPLETION DAYS	AMOUNT
1	Exterior Doors (14SW-01-DOOR)	Lump Sum	xx	
2	Access Control Devices (14SW-01-PACS)	Lump Sum	xx	
3	Exterior Cameras (14SW-01-VIDA)	Lump Sum	xx	
4	Exterior Lighting (14SW-01-LITE	Lump Sum	xx	
5	Alarm Systems and Sensors (14SW-01-ALRM)	Lump Sum	xx	

2.3 Contractor represents and warrants that all work performed by it pursuant to this Agreement: (a) will conform with the terms of this Agreement and any subsequently validly executed Change Order; (b) will be performed in a good, skillful, professional, and workmanlike manner and will conform to applicable codes and laws; (c) will be performed by the proper number of personnel who are experienced, skilled, qualified and licensed by education, training and/or experience to perform their assigned tasks; (d) will be performed by personnel with professional attitude and approach towards the Project, **The Temple's** personnel, and other stakeholders; and (e) to the extent professional services are rendered, will conform to the standard of care, skill, and diligence exercised by other similar professionals performing the same or similar services. **Contractor** shall have at the Project site, at all times, a competent English-speaking superintendent satisfactory to **The Temple**, with authority to act for

Contractor. Further, all services shall be performed in accordance with the compliance and guidance documents set forth in Exhibit "A", the **Project** Statement of Work and any plans, general requirements or technical specifications provided by **The Temple** to **Contractor**. At all times during performance of work, **Contractor** shall remove from the project site and vicinity all debris, rubbish and surplus materials resulting from its Contract Work. Upon completion of the Contract Work, **Contractor** shall leave the Project site and vicinity clean and ready for use. **Contractor** shall promptly comply with **The Temple's** reasonable request to perform such cleanup at any time, or periodically during work progress. **The Temple** reserves the right to backcharge Contractor for cleanup work not performed as specified herein.

2.4 Contractor may be ordered by **The Temple**, without invalidating this Agreement, to make changes in its Contract Work. All changes to the Contract Work or extension of time to complete the Contract Work must be in writing, signed by **The Temple**. **The Temple's** Client retains the right to change the Project requirements and **Contractor** is not entitled to payment or profit on work not actually performed.

2.5 The Contract Work includes, but is not limited to, such of the following as may be necessary to perform and complete the Contract Work: all plant, materials, tools, equipment (whether for temporary or permanent use), scaffolding, supplies, transportation cartage, loading, hoisting, forms, patterns, models, shop drawings, measurements and other facilities; all labor, work, supervision, cutting, patching, cleaning, temporary construction, temporary utilities, protection and other services; storage trailers, job trailers if any; daily cleanup, final cleanup, trash disposal; and all insurance, taxes, benefits, royalties, and other related costs except as otherwise provided in this Agreement. It is intended that the Contract Work include all work and items necessary to produce a completed job in all respects; no claim shall be made by **Contractor** based upon a change in the scope of the Contract Work if such work was set forth in or reasonably implied by this Agreement or the related documents.

2.6 Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

2.7 Contractor, within ten (10) days from signing this Agreement or within such shorter time as is required herein, shall deliver to **The Temple** its Project Schedule covering its Contract Work, itemizing its work activities, days it intends to require to complete each of its work activities and interdependencies of the its work and others' work.

3. REPORTS, DELIVERABLES, and MEETINGS

3.1 Contractor shall submit performance reports, daily reports, and other reports and make other disclosures as directed by **The Temple** or **Client** and as required by this Agreement.

3.2 Contractor, in person or by duly authorized representative having power to act and acceptable to **The Temple**, shall attend, at its own expense, all meetings and conferences that **The Temple** may call at the site or elsewhere for the purposes of discussing progress of the Project, safety at the Project site, ways to expedite the completion of the Project, or other matters bearing on the performance of the Project or Contract Work. When reasonably possible, **Contractor** will be given 48 hours notice of such meetings.

4. SCHEDULE

4.1 Contractor shall complete Contract Work by as provided in Para 2.2 of this Agreement (Contract Completion Date). It is agreed that **Contractor** shall be fully ready with all pre-construction plans approval, materials submittals approval, and other required permits, fees and approval to start performing the on-site work within ten (10) days from the date of signing this Agreement. It is mandatory to allow 30 calendar days for punch-list and close-out documents prior to Contract Completion Date.

4.2 There shall be no damages whatsoever paid to Contractor for time or schedule related claims. By signing this Agreement, Contractor waives its any and all rights and remedies for time and schedule related claims that Contractor may experience before, during or after the course of this Project.

4.3 The Temple and Contractor agree that this Agreement shall provide for the imposition of liquidated damages based on the date of Contract Completion Date stated herein and any additional time allowed or adjusted in the properly executed change orders. **Contractor** understands that if the Contract Completion Date established by this Agreement (and any properly executed change orders) is not attained due to reasons caused by **Contractor**, **The Temple** may suffer loss of partial or all of Grant money allocated under the Grant Agreement. If such circumstances arise, Contractor shall bear the full amount of loss of Grant Amount as liquidated damages.

5. PAYMENT

5.1 The Temple agrees to compensate **Contractor** only upon completion of each line items identified in Para 2.2 of this Agreement. There shall be no progress payments made.

5.2 Invoices submitted by Contractor: (a) shall be on AIA format using acceptable Schedule of Values; (b) shall reference the **The Temple** Contract Agreement number; (c) shall accurately describe the services rendered and work in place during the invoice period; (d) shall not include forecasted work; (e) shall not include any amount that belongs to Contractor's Contractors and or Suppliers that Contractor does not intend to pay its Contractors or Suppliers; and (f) shall include any applicable supporting documentation.

5.3 It is agreed and understood by **Contractor** that such invoices must be supported and accompanied by documentation as may be required by **The Temple** or its **Client, including but not limited to the following:** (a) executed conditional lien waivers; (b) executed sworn statements from Contractor in form provided in Exhibit "C" or substantially similar form; (c) executed sworn statements from Contractor's lower tier Contractors in form provided in Exhibit "C" or substantially similar form; (d) paid receipts from Contractor's suppliers if invoice includes amount for stored materials; (e) updated Certificate of Insurance as required under this Agreement; (f) an affidavit the Contractor has complied with all FAR clauses (g) a notice of Contract completion; (h) a project close-out report; and (i) copies of all warranties for materials and equipment purchased by **Contractor**.

5.4 All invoices will go through **The Temple's** internal approval process before issuing a payment to the **Contractor**. If amount of work claimed in **Contractor's** invoice is not in line with the work in place, **Contractor's** invoice may be rejected. Revised invoice shall be submitted with the corrections within three (3) days of the receipt of the rejection. Where the parties disagree as to quantity or completion, **Contractor** shall adhere with the quantities or completion accepted and approved by **The Temple**. Delay(s) caused by **Contractor's** lack of documentation or lack of quality may result in withholding of the payment. Similarly, and to the extent permitted by law, **Contractor's** failure to provide signed releases

and/or lien waivers and/or sworn statements from lower tier Contractors may result in withholding of the payment and/or **The Temple's** direct payment to the unpaid lower tier Contractor. **The Temple** reserves the right to contact any of **Contractor's** Contractors or suppliers in order to verify the payments received or materials shipped or any other matter **The Temple** deems necessary to verify.

5.5 Contractor shall not take any action whatsoever which could cause the amount for which **The Temple** would be obligated to **Contractor** to exceed the sum specified in this Agreement and any validly executed change orders.

5.6 Except to the extent expressly provided otherwise elsewhere in this **Agreement**, **Contractor** shall pay when due, and the **Agreement** price shall be inclusive of, all local, municipal, state and federal sales and use taxes, excise taxes, duties and all other governmental fees and taxes or charges of whatever nature applicable to the performance of the work of this **Agreement**, exclusive of ad valorem real property taxes and fees for building permits. Where the law requires any such tax to be stated charged separately, the total of all items included within the work, and the added tax shall not exceed the total Contract price provided herein. **Contractor** shall be responsible for all payroll taxes and contributions measured by wages, salaries or other remuneration to **Contractor's** employees or its lower tier Contractors which are currently or thereafter imposed by the United States, any state or subdivision thereof, or governmental body or agency, including without limitation taxes or contributions for unemployment insurance benefits, workers' compensation, old age retirement benefits, and income taxes.

5.7 The Temple shall release the payment within 30 (thirty) days of receiving correct and acceptable invoice from the **Contractor** provided corresponding payment is made by the **Prime Recipient to The Temple**. Issuance of payment by **The Temple** shall not constitute representation that (a) Contract Work has progressed to the point as claimed in the **Contractor's** invoice; (b) Contract Work is defect-free; (c) **The Temple** agrees to the completeness and or quality of the Contract Work claimed in the invoice.

6. PAYMENT & PERFORMANCE BONDS

NOT APPLICABLE

7. INSURANCE

7.1 Contractor shall not commence any work until it obtains at its own expense, all required insurance and submits certificates issued by the insurance carrier to **The Temple** evidencing said insurance. Such insurance must have the approval of **The Temple** and **Client** as to limit, form and amount. Such policies shall be kept in force for the specified periods. These certificates evidencing such policies shall contain a provision that coverage provided under the policies will not be canceled or materially changed without 30 days prior written notice to the **The Temple**. Should any policy be canceled before any payment by **The Temple** to the **Contractor** and the **Contractor** fails immediately to procure other insurance as specified, **The Temple** reserves the right to procure such insurance and to deduct the cost thereof from any sum due the **Contractor** under this **Agreement**. Nothing contained in these insurance requirements is to be construed as limiting the extent of the **Contractor's** responsibility for payment of damages resulting from its operations under this **Agreement**.

7.2 Contractor shall provide insurance of the types and in the amounts as set forth herein. To the extent that coverage limits are higher in Exhibit "A", Exhibit "A" shall take precedence.

Workers Compensation Insurance

Contractor shall submit written evidence that it has obtained, for the period of this Agreement, full Workers Compensation Insurance coverage of all persons that it employs or may employ in carrying out the work under this Agreement. This insurance shall be in strict accordance with the requirements of the most current and applicable workers compensation insurance laws in the state or country where the Project is located or in the state where employed person resides, whichever applies. Contractor shall also submit written evidence that it has obtained, for the period of this Agreement, Employer's Liability Insurance with limits of at least \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease aggregate.

Comprehensive General Liability Insurance

Before commencement of the services, the **Contractor** shall submit written evidence that it has obtained, for the period of performance, full Comprehensive General Liability Insurance coverage. This coverage shall provide both bodily injury and property damage. The Comprehensive General Liability Insurance will include as Additional Insured: **The Temple**, as respect to the services performed by the **Contractor** under this Agreement and the **Client**. This insurance shall include but not be limited to XCU (Explosion, Collapse, Underground), Broad Form Property Damage, Completed Operations, and Contractual Liability Coverage. The Comprehensive General Liability shall include coverage in an amount not less than a combined single limit of \$2,000,000 for bodily injury and/or property damage arising out of any one occurrence. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three years after completion of the work.

Comprehensive Automobile Policy

Comprehensive Automobile Liability shall include coverage applying to owned, non-owned, and hired automobiles in an amount of not less than a combined single limit of \$1,000,000 for bodily injury, property damage, including death arising out of any occurrence.

Security and Builders Risk

Contractor shall be responsible for securing and safeguarding its work including labor, materials, and construction work in progress from any potential theft, robbery or other potentially hazardous acts. Contractor may choose to obtain Builders Risk insurance or other applicable insurance to protect its labor, materials and work in progress from any theft, robbery, acts of God, Force Majeure or other such acts.

7.3 The insurance coverage noted above will name **The Temple** and its **Client** and all of their directors, partners, successors, executors, administrators, and employees as additional insured's with respect to the operations of the named insured. Such insurance will be the primary coverage and not contributory to **The Temple** and its **Client**. If such policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

8. HEALTH AND SAFETY

8.1 The **Contractor** acknowledges that it is familiar with the Contract Work to be performed herein and the necessity for the safety of its personnel and others during the performance of its work. Specifically, the **Contractor** shall comply with all applicable safety laws and regulations including, but not limited to, those under federal and state occupational, safety and health acts, and the provisions of OSHA, State, Federal, 29CFR 1910, 29 CFR 1926 and EM 385-1-1. If conflicting requirements exist,

Contractor shall comply with the more stringent of those safety programs and procedures. By rendering the services ordered herein, **Contractor** affirmatively represents that its personnel, before they are allowed on the Project site, will review and acknowledge their obligation to comply with the safety and health requirements of this Agreement.

Contractor shall take all necessary precautions for the safety of its employees on the work site, and shall comply with all applicable provisions of Federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. **Contractor** shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such construction.

Contractor will designate an individual at the project site, and in its employ, who is a “competent person” as defined by regulations issued under the Occupational Safety and Health Act, and who shall act as **Contractor’s** designated safety representative. The **Contractor’s** safety representative will have a duty to prevent accidents. Unless otherwise identified by **Contractor** in writing, the designated safety representative shall be **Contractor’s** On-Site Project Superintendent.

8.2 When so ordered, **Contractor** shall stop any part of the Contract Work that **The Temple** deems unsafe until corrective measures satisfactory to **The Temple** have been adopted. Should **Contractor** neglect to adopt such corrective measures, **The Temple** may do so and deduct the cost from payments due or to become due **Contractor**.

Contractor shall maintain in effect all necessary written programs, certifications, licenses and permits required to prosecute the Contract Work in accordance with Occupational Safety and Health laws and regulations. **Contractor’s** failure to familiarize itself thoroughly with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

8.3 **Contractor** shall continuously maintain adequate protection of all his work from damage and shall protect **The Temple’s** property from injury or loss arising in connection with this Contract. **Contractor** shall adequately protect adjacent property as provided by law and the Contract documents. All loss or damage to the Contract Work resulting from **Contractor’s** activities shall be borne and sustained by **Contractor** and shall be solely at its risk. **Contractor** shall protect all labor, materials, supplies, tools and equipment against any damage, injury, destruction, theft or loss and in no event shall **The Temple** be liable or responsible to **Contractor** therefore. **Contractor**, at its expense, shall promptly repair or replace damage to the work of others, or to any part of the project, resulting from its activities.

If **Contractor** is cited for violations of government regulations and **The Temple** is also cited due to such allegations, **The Temple** may hold funds in the amount of the proposed fines in addition to any retention being held and deduct actual fines required to be paid by **The Temple** from final payment to **Contractor**.

9. INSPECTIONS AND APPROVALS

9.1 **Contractor** shall provide safe and proper facilities, in sufficient number, for inspection of the Contract Work by **The Temple**, its **Client** and all other authorized individuals. **Contractor** shall notify **The Temple** when portions of the Contract Work are ready for inspection.

9.2 **Contractor** shall, within 24 hours of receiving written notice from **The Temple**, proceed to take down, remove or correct all portions of the Contract Work which **The Temple** shall condemn as unsound, improper or in any way failing to meet the requirements of this Agreement. **Contractor**, at its

own expense, shall make good the Contract Work and all other work damaged by such removal and replace it with materials, equipment and workmanship meeting the requirements of this Agreement. Failure to do so within the time specified shall constitute breach of this Agreement and give **The Temple** the right to correct and back-charge and/or terminate **Contractor** for default.

9.3 Contractor shall promptly furnish shop drawings, manufacturers' data, templates, schedules, reports or any other data and samples that may be necessary, in the opinion of **The Temple**, for review and approval or for distribution to **The Temple** or other Contractors for the proper, efficient and timely prosecution of the work on the Project. **Contractor** shall exercise the utmost diligence in obtaining all drawings, details and information necessary to perform the Contract Work; if at any time drawings or information necessary to complete the Contract Work have not been furnished, **Contractor** shall promptly inform **The Temple** in writing as to the drawings or other information that may be required.

9.4 Contractor will be responsible for performing its own Contract Work and shall be responsible for the accuracy of same. **Contractor** shall, before proceeding with any affected part of the Contract Work, call to **The Temple's** attention, in writing, any errors or inconsistencies in the Exhibit "A", this Agreement or any drawing, document or other information provided thereunder.

9.5 Contractor shall promptly perform all punch list work identified by **The Temple** during completion or other inspections.

10. PERMITS; LICENSES; COMPLIANCE WITH LAWS

10.1 Unless otherwise agreed by **The Temple** in writing, **Contractor** shall secure, pay for and keep in effect all licenses, permits, fees, assessments and inspection certificates necessary for the proper execution and completion of Contract Work and shall deliver all certificates of inspection and other certificates and permits to **The Temple**.

10.2 Contractor agrees to be bound by, and at its own costs comply with, all federal, state and local laws, ordinances and regulations (the "Laws") applicable to the Contract Work, including but not limited to those relating to safety, health, discrimination in employment, fair employment practices or equal employment opportunity. **Contractor** shall be liable to **The Temple** and the **Client** for all loss, cost and expense attributable to any acts of commission or omission by **Contractor**, its Contractors, employees and agents resulting from the failure to comply with Laws, including, but not limited to, any fines, penalties or corrective measures.

10.3 Royalties, license fees and costs arising from the use of patented or copyrighted material, equipment, devices or processes used on or incorporated in Contract Work are included in the Contract Price. Whenever **Contractor** is required by the Contract Agreement or desires to use any invention, design, device, material, or process covered by a patent or copyright, the right for such use shall be obtained from the appropriate copyright owner(s) or patentee(s) in writing and a copy of such agreement shall be provided to **The Temple**. Regardless of whether such agreement is made or filed as provided above, however, **Contractor** shall indemnify and save harmless **The Temple** and the **Client** from any and all claims for infringement because of the use of any such patented or copyrighted invention, design, device, material or process, and from any costs, expenses and damages, including attorney fees, arising there from.

11. EXAMINATION OF DOCUMENTS AND INVESTIGATION OF SITE

11.1 By signing this Agreement, **Contractor** represents that it has carefully studied, understands, and has reported to **The Temple** any errors, inconsistencies or omissions discovered. **Contractor** shall be liable to **The Temple** and or the **Client** for damage resulting from errors, inconsistencies or omissions within or between the Agreement and the Exhibits which **Contractor** in the exercise of reasonable diligence should have recognized and reported to **The Temple**.

11.2 By signing this Agreement, **Contractor** represents that it has made such investigations and inspections (including without limitation any required by the Exhibits) of the nature and location of its Contract Work, the Project, and the conditions of the Project site (including, if relevant, the character of the surface and subsurface conditions or obstacles to be encountered on, under and around the Project site, access thereto, impact of safety and health requirements and storage and work areas available to **Contractor** thereon) as are necessary to determine the difficulty and cost to **Contractor** of properly performing its Contract Work. By signing this Agreement, **Contractor** represents that it has had full opportunity to view, sample, inspect or test the conditions on the Project site, that it can satisfy all requirements of the Agreement and it is not relying upon any opinions or representations of **The Temple**, the **Client**, or any of their respective officers, agents or employees. **The Temple** is not responsible for any interpretations or conclusions with respect to the Contract Work or the Project site made by **Contractor** on the basis of information made available to **Contractor** by **The Temple**, unless **The Temple** specifically assumes liability to **Contractor** with respect to such information.

12. PRECEDING WORK; SHOP DRAWINGS; DIMENSIONS

12.1 Before beginning its Contract Work, **Contractor** shall carefully examine the work of others which may affect its Contract Work, determine whether it is in a fit, ready and suitable condition for the proper and accurate performance of the Contract Work, use all means necessary to discover defects in such other work, and notify **The Temple** in writing of any claimed deficiencies which may affect the Contract Work. If such notice is not so given, all such work shall be deemed acceptable to **Contractor**. In case of a dispute as to whether such other work is deficient, **Contractor** nevertheless shall proceed immediately with the Contract Work when notified by **The Temple** to proceed.

12.2 Notwithstanding the dimensions on any plans, specifications, approved submittals and other Agreement documents, it shall be the obligation and responsibility of **Contractor** to take such measurements as will ensure the proper matching and fitting of the Contract Work with any contiguous work.

13. WARRANTIES; CORRECTION OF WORK

13.1 **Contractor** warrants and guarantees that all materials and equipment furnished under this Agreement or any validly executed Change Order shall be new unless otherwise specified, and that all of the Contract Work will be of first quality, free from faults or defects in materials or workmanship, and in strict accordance with requirements of this Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by **The Temple** or the **Client**, **Contractor** shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

13.2 **Contractor** shall promptly correct any of its Contract Work rejected as defective at its own expense. **Contractor** shall provide minimum one year warranty from the date of final acceptance of all Contract work.

14. CLAIMS FOR DAMAGES; EXTENSION OF TIME

14.1 A Claim is a demand or assertion by **The Temple** or **Contractor** seeking, as a matter of right, adjustment or interpretation of this Agreement or the Exhibits, payment of money, extension of time or other relief with respect to the terms of this Agreement or the Exhibits. The term Claim also includes other disputes and matters in question between **The Temple** and **Contractor**.

14.2 **Contractor** shall give **The Temple** written notice of all Claims affecting or relating to the Contract Price or time for which **The Temple** is or may be liable under the Contract Agreement no later than forty-eight (48) hours after **Contractor's** first observance of the facts giving rise to the Claim. **Contractor** shall be responsible for substantiating any Claim submitted to the **Client** on **Contractor's** behalf. **Contractor** shall be responsible for all costs, expenses and attorney fees incurred itself and by **The Temple** on account of or relating to such Claim. **Contractor's** failure to assert a Claim in the manner and within the time provided in this Section shall result in a complete and final waiver of such Claim.

14.3 **Contractor** shall take no action whatsoever that may give rise to a situation where **The Temple** may be liable for additional cost. Under no circumstances, **The Temple** shall be liable to compensate **Contractor** beyond the total amount authorized under the Grant Agreement it has with the **Prime Recipient**. **The Temple** shall not pay for any cost associated with time or schedule changes.

15. TAXES/DUTIES/FEES

15.1 **Contractor** shall pay when due, and the Agreement price shall be inclusive of, all local, municipal, state and federal sales and use taxes, excise taxes, duties and all other governmental fees and taxes or charges of whatever nature applicable to the performance of the work of this Agreement, exclusive of ad valorem real property taxes and fees for building permits. Where the law requires any such tax to be stated charged separately, the total of all items included within the work, and the added tax shall not exceed the total Contract Price provided herein. **Contractor** shall be responsible for all payroll taxes and contributions measured by wages, salaries or other remuneration to **Contractor's** employees or its lower tier Contractors which are currently or thereafter imposed by the United States, any state or subdivision thereof, or governmental body or agency, including without limitation taxes or contributions for unemployment insurance benefits, workers' compensation, Defense Base Act Insurance, old age retirement benefits, and income taxes.

16. LIENS AND ENCUMBRANCES

16.1 Before issuing final payment to **Contractor**, **Contractor** for itself, its Contractors, suppliers, material men and employees shall waive, release and relinquish for work performed and included in the final payment all rights to file any stop work notice, notice of intent, notice of lien, mechanic's lien, Miller Act claim, or other encumbrance against **The Temple**, **The Temple's** surety, Client, Project or any monies earned by **The Temple**. The **Contractor** shall be responsible and liable for all damages and expenses, including bond premiums, attorney fees, etc. to discharge and/or defend a claim against **The Temple** or its payment bond surety when the claim results from **Contractor's** failure to make a progress or final payment to **Contractor's** laborers, suppliers, or Contractors and **The Temple** has already paid **Contractor** for the service, work or material for which payment is being claimed. The existence of any such claim shall preclude **Contractor's** right to receive payment until such claim has been satisfied and removed.

17. SUCCESSORS & ASSIGNS

17.1 The Temple and the **Contractor** each bind itself, its partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect of all covenants of this **Agreement**. **Contractor** shall not assign this Agreement or any right or liability relating to it or Contract the whole or any part of the Contract Work without the written consent of **The Temple**. Any assignment made without the written consent of **The Temple** is void. No consent to, or acceptance by **The Temple** of any assignment or Contract shall relieve **Contractor** of any of its responsibilities under this Agreement. **Contractor**, within ten (10) days from signing this Agreement, shall provide **The Temple** signed SF 1413 between **The Temple** and **Contractor**, and between **Contractor** and each of its Contractors.

18. GOVERNING LAW & ARBITRATION

18.1 The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Any dispute between the parties, if not settled by mutual agreement of the parties, shall be resolved by arbitration through the American Arbitration Association pursuant to its Construction Industry Rules. **Contractor** share bear all costs of the arbitration. AAA's decision shall be binding on the parties and parties stipulate to the enforcement of any such decision in a court of appropriate jurisdiction and waive any notice of presentment of such decision for entry as a judgment. The parties hereby agree to submit to personal jurisdiction in the state or federal courts of Michigan.

19. INDEMNITY AND LIABILITY

19.1 To the fullest extent permitted by law, **Contractor** agrees to indemnify, defend and hold harmless **The Temple** and the Client, and all of their directors, officers, employees, officials, volunteers and agents from and against any and all liabilities, claims, suits, losses, damages, costs and expenses (including but not limited to attorneys' fees and court costs, including all costs of appeals) for bodily injury (including death) and property damage arising out of or resulting from the performance of **Contractor's** services and duties hereunder (including, but not limited to, the negligence of **Contractor** and liabilities arising out of activities with respect to which strict liability attaches under applicable law) - but not for the sole negligence of **The Temple** or the Client. This indemnification obligation will not be limited in any way by any limitation on the amount or type of insurance carried by **Contractor** or by the amount or type of damages, compensation, or benefits payable by or for **Contractor** or any lower-tier Contractor under Disability Benefit Acts or other Employee Benefit Acts. If any claim or demand is made against **The Temple** or the Client for any matter addressed herein, any payment to come due or thereafter to become due to **Contractor** may be held by **The Temple** to cover such losses and expenses.

20. MUTUAL WAIVER OF SUBROGATION

20.1 The Temple and **Contractor** waive all rights against (a) each other and their officers, employees and agents, and (b) **Client**, Architect/Engineer, Architect's/Engineer's consultants and their officers, employees and agents for damages caused by fire or other perils to the extent waived between **The Temple** and the **Client** and to the extent covered by property insurance provided under the Contract Agreement or other property insurance applicable to the work, except such rights they may have to proceeds of insurance. **Contractor** shall require of its lower tier Contractors, agents and employees, by

appropriate agreements, written where legally required for validity, similar waivers in favor of the parties listed in this Section. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

21. TERMINATION

21.1 If the **Client** terminates the Project for any reason or the Project is terminated, cancelled, delayed, or it is deemed by the **Client** that performance is temporarily or permanently impossible or impracticable given a change in circumstances (*i.e.* escalation of war, high water), **The Temple** shall deliver written notice to **Contractor** and the **Contractor** shall stop all work immediately upon receipt of written notice from **The Temple**. **The Temple** shall not be liable to the **Contractor** for any sum greater than that which **The Temple** receives from **Client** on behalf of **Contractor's** performance.

21.2 If the **Contractor** persistently or repeatedly fails or neglects to carry out the work in accordance with this Agreement and fails within seven calendar days (7) after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, **The Temple** may terminate this Agreement and finish the **Contractor's** work by whatever method **The Temple** may deem expedient. The **Contractor** will be responsible for expenses and damages incurred by **The Temple** in finishing **Contractor** and any of its Contractors' work.

21.3 **The Temple**, by seven (7) days advance written notice, shall have the right to terminate and cancel this Agreement, without **Contractor** being at fault, for any cause or for its own convenience, and require the **Contractor** to immediately stop work. In such event, **The Temple** shall pay **Contractor** for the work actually performed in an amount proportionate to this Agreement price. **The Temple** shall not be liable to the **Contractor** for any other costs, including prospective profits on work not performed. However, if the reason for the termination and cancellation of this Agreement is due to any default or action by the **Client**, or as the result of a Court Order or public authority, then **The Temple** shall not be liable to the **Contractor** for any sum greater than that which **The Temple** receives from **Client** on behalf of **Contractor's** performance, less any costs incurred by **The Temple**. If an arbitrator or court of competent jurisdiction later concludes that a termination for default was improper, it shall be converted to a termination for convenience.

22. CONFIDENTIALITY

26.1 Neither **The Temple** nor **Contractor's** personnel shall disclose any data or information to any party other than **The Temple's** or **Contractor's** personnel or **Client** concerning the Agreement, including without limitation, the nature or results of the work performed by **Contractor**. **Contractor** shall direct all third party inquiries or comments to **The Temple's** on-site representatives.

23. NOTICES

23.1 Except as otherwise specifically provided, all notices, requests, demands and proposals given hereunder by either party shall be in writing and (a) mailed by first class mail, (b) delivered in person, (c) sent by telecopy including e-mail and facsimile, or (d) sent by a nationally recognized overnight courier service. Notice shall be given to **The Temple** or **Contractor** at its office at the address shown on page

one of this Agreement or to such other address as may be furnished for such purpose. In the case of notice to **The Temple** under this Agreement, notice shall be marked to the attention of the individual who signed this Agreement or his/her designee. In the case of notice to **Contractor** under this Agreement, notice shall be marked to the attention of the individual who signed this Agreement or his/her designee at the address shown on page one of this Agreement. Any notice given in the manner provided in this Section shall be deemed given when sent.

24. DOCUMENTS AND RECORD KEEPING

24.1 All data collected by the **Contractor** and all documents, notes, drawings, tracings and files collected or prepared in connection with these services, except the **Contractor's** personnel and administrative files, shall be made available to **The Temple**; and **The Temple** shall not be restricted in any way whatsoever in its use of such material.

24.2 **Contractor** shall maintain for a period of seven years after final payment under this Contract Agreement, or such longer period as is required by the federal, state, or local laws and regulations, all records and accounts pertaining to this Contract Work. **The Temple** and or the **Client** shall have the right to audit, copy and inspect such records and accounts at all reasonable times during the course of the Contract Work and for the five year period.

25. LABOR STANDARDS/MISCELLANEOUS

25.1 Copeland Anti-Kickback Act. **Contractor** agrees to comply with the Copeland "Anti-Kickback" Act (18 USC Section 874) as supplemented by Department of Labor regulations (29 CFR Part 3). The Act prohibits **Contractor** from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

25.2 Equal Employment Opportunity - **The Temple** is an equal opportunity employer; no employee or candidate/applicant for employment will be discriminated against because of race, sex, color, religion, age, national origin, disability, veteran status, sexual orientation, or any other class protected by law. Unless otherwise exempt, **Contractor** agrees to comply with the Equal Employment Opportunity clause and the regulations of the Department of Labor contained in Title 41 of the Code of Federal Regulations (CFR), Chapter 60, which are incorporated herein by reference.

25.3 E-Verify. To the extent that the Contract price exceeds \$3,000 and includes work to be performed within the United States (U.S. means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands), **Contractor** acknowledges and agrees that it shall comply with FAR 52.224-54 (Employment Eligibility Verification (January, 2009)).

25.4 Davis Bacon Act and Contract Work Hours & Safety Standards Act Requirements. **Contractor** shall abide by all Davis Bacon Act and Contract Work Hours & Safety Standards Act requirements.

25.5 Drugfree Workplace – **Contractor** agrees to maintain, at all times, the project site as a drug-free workplace. FAR 52.223-6 (May 2001) and 252.223-7004 are incorporated in its entirety. **Contractor** agrees to institute and maintain a program for achieving the objective of a drug -free work force. While this clause defines criteria for such a program, **Contractor** is encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

25.6 Savings Provision. The parties acknowledge and agree that, as federal contractors, they may be required to amend this Contract Agreement to include clauses and provisions so that the parties are in compliance with FAR and/or other applicable federal contract law. To the extent additional clauses must be added to this Contract Agreement for compliance purposes, each party shall bear its own costs in complying with applicable law.

25.7 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original Agreement all of which shall constitute one agreement to be valid as of the date of this Agreement. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Parties agree that this Agreement, any modifications thereto or any other document contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on both parties the same as if it were physically executed and Contractor hereby consents to the use of any third party electronic signature capture service providers as may be chosen by The Temple.

25.8 Language In Bold, Underlined Or Capitalized. For emphasis and Contractor's benefit, some provisions have been bolded, underlined and/or capitalized, but each and every provision in this Agreement is significant and should be reviewed and understood. No provision should be ignored or disregarded because it is not in bold or emphasized in some manner, and the failure to bold, capitalize, or emphasize in some manner any terms or provisions in this Agreement shall not affect the enforceability of any terms or provisions.

IN WITNESS WHEREOF, the parties have caused this **Agreement** to be executed by representatives below who are duly authorized to execute same as of the day and year written on Page 1.

The Temple:

Contractor:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date