

VIENNA TOWNSHIP BUSINESS DEVELOPMENT AUTHORITY
CONTRACT AGREEMENT

This Agreement made this _____ day of _____, 2024, between the **Vienna Township Business Development Authority**, herein called the "BDA" and/or "Buyer" and **Steve Gross Construction**, herein called the "Contractor" and/or "Contractor".

In consideration of the mutual promises and agreements hereinafter set forth, the parties agree to undertake, carry out and perform this Contract in accordance with the terms and conditions as set forth herein, and as follows:

1. The Contract Documents:
The Contract Documents consist of this Agreement, the "Specifications", the "Proposal Submission", the "Proposal Format", the "General Proposal Conditions", and the "Information for Contractor". These form the Contract and all are fully a part of the Contract as if attached to this Agreement or reported herein.
2. The Performance:
The Contractor shall furnish pursuant to the terms and conditions of this Contract labor and material listed in the attached specifications.
3. Time of Commencement and Completion:
The Contractor shall perform under this Contract from the date hereof until _____, or a later date if extended by mutual consent of the parties.
4. Independent Contractor:
The Contractor is employed by the Vienna Township BDA as an independent Contractor and has and retains the right to exercise full control and supervision of the services including compliance with Social Security, withholding and all other regulations governing such matters. The contractor agrees to indemnify, defend and save harmless the BDA, its agents, officers and members of the BDA Board against any and all loss, damage or expense which the BDA may suffer by reason of liability imposed by law upon the BDA or Contractor for damages because of bodily injury, including death at any time resulting there from sustained by any person or persons, or on account of damage to property are due to the fault of the Contractor, its sub-contractors or their employees, agents or any other person under the direct or indirect Contract of the Contractor.
5. Contractor's Financial Responsibilities:
Any costs due to the fault of the Contractor, sub-contractor, or anyone directly employed by them either for making good of defective work, disposal of material wrongly supplied, making good of damage to property, or excess costs from material or labor, or otherwise shall be borne by this Contractor, and the BDA may withhold money due the Contractor to cover any such costs.
6. Assignment:
The Contractor shall not assign or transfer any interest in this Agreement or delegate its performance of duties except on prior written approval of the BDA, which approval shall not be unreasonably withheld. Consent to assign, transfer or delegate any interest or performance of this Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of this Agreement.

7. Payments:

The BDA shall pay the Contractor for the performance of work in current funds per price stated in the "Bidders Proposal" upon completion and acceptance by the Vienna Township BDA. The Contractor shall invoice each item and all invoices for the calendar month shall be payable by the fifteenth day of the following month.

No payment will be made to the Contractor for material not delivered upon the BDA premises, unless otherwise agreed to in writing by the BDA.

Neither payment made under the Contract or used by the BDA of the labor and material provided shall be evidence of performance of the Contract, either in whole or in part, nor shall such payment, final or otherwise, be construed to relieve the Contractor from its obligation to make good any defects arising or discovered in its performance within the period of its guarantee, nor shall the BDA be deemed to waive any specific obligation the contractor may assume as to its performance.

8. Termination for Convenience:

The BDA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Authority's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Authority to be paid the Contractor. If the Contractor has any property in its possession belonging to the Authority, the Contractor will account for the same, and dispose of it in the manner the Authority directs.

9. Termination for Default:

The Authority reserves the right to cancel all or any part of the work covered by this Agreement and/or Purchase Order, if Contractor does not make deliveries as specified in the schedules or so fails to make progress as to endanger performance of the work and does not correct such failure after receipt of written notice from the BDA specifying such failure, or if Contractor breaches any of the terms hereof, including the warrants of Contractor. Should cancellation be made for cause, the BDA reserves the right to purchase elsewhere and if additional costs are incurred, such costs are to be at the Contractor's expense. The Contractor shall be liable for any other damages suffered by the BDA as a result of any breach by the Contractor in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, as of the day first above written.

Steve Gross Construction

Vienna Township Business Development Authority

Title

Title

WITNESS:

WITNESS:

GENERAL TERMS & CONDITIONS

1. CONTRACT:

The Contract resulting from the acceptance of this order is to be construed according to the laws of the State of Michigan and is non-assignable by Contractor except upon prior written approval of the Buyer.

2. WARRANTY:

Contractor expressly warrants that all materials and work covered by an order will conform to the specifications, drawings, samples or other description furnished or specified by the Buyer, and will be merchantable, of good materials and workmanship and free from defect and fit for the purposes intended. Contractor expressly warrants that all the material covered by an order which is product of Contractor, or is in accordance with Contractor's specifications, will be for and sufficient for purposes intended. All labor, materials, and systems shall function at levels meeting or exceeding operational design specifications and shall be fully warranted for one year.

3. POTENTIALLY HARMFUL INGREDIENTS:

Contractor agrees to promptly furnish to Buyer, 1) Upon written request a list of all ingredients in materials purchased there under, and as necessary, the amount of one or more ingredients; and 2) Thereafter, information concerning any changes in such ingredients.

4. TERMINATION FOR DEFAULT:

Buyer reserves the right to cancel all or any part of the work covered by the agreement and/or purchase order, 1) if Contractor does not make deliveries as specified in the schedules; or 2) so fails to make progress as to endanger performance of the work and does not correct such failure after receipt of written notice from Buyer specifying such failure; or 3) if Contractor breaches any of the terms hereof, including the warrants of Contractor. Should cancellation be made for cause, Buyer reserves the right to purchase elsewhere and if additional costs are incurred, such costs are to be at Contractor's expense. Contractor shall be liable for any other damages suffered by the Buyer as result of any breach by the Contractor in the performance of an Agreement.

5. TERMINATION FOR CONVENIENCE:

Buyer reserves the right to terminate an agreement, in whole or in part, at any time by written notice to Contractor when it is in Buyer's best interest. Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to Buyer to be paid the Contractor. If Contractor has any property in its possession belonging to the Buyer, Contractor shall account for the same, and dispose of it in the manner Buyer directs.

6. INSPECTION:

All material shall be received subject to Buyer's inspection and rejection. Defective material or materials not in accordance with Buyer's specifications will be held for

Contractor's instructions and at Contractor's expense. Payment for material on an order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Contractor's responsibility for latent defects.

7. CHANGE IN SPECIFICATIONS:

Buyer reserves the right at any time, to make changes in drawings and specifications as to any material and/or work covered by an order and/or schedules. Any difference in price or performance time resulting from such changes shall be equitably adjusted and/or schedule shall be modified, in writing, accordingly.

8. REMEDIES

The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver or breach of any provisions of an order shall constitute a waiver of any other breach or such provision.

9. INSURANCE:

If the accomplishment of an order requires the performance of services or labor on the premises of Buyer, Contractor agrees to indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to any person or property growing out of the performance of this Contract by Contractor, its servants, employees, agents or representatives. Contractor agrees to carry and to furnish certificates from its insurance carriers showing that it carries valid insurance in the following minimum limits:

- A. Worker's Compensation-statutory limits for State of Michigan or for the state in which the work is to be performed.
- B. General Public Liability \$1,000,000 and Property Damage \$1,000,000.
- C. Automobile Public Liability \$1,000,000 and Property Damage \$1,000,000.
- D. The Contractor is required to provide after contract award and prior to start of project, a Performance Bond in an amount equal to 50% of the contract amount. The bond shall be by a bona fide company authorized to do business in the State of Michigan. Bond requirement shall be increased consistent with any contract amount increase.

Said certificates must set forth the amount of coverage, number of policy, and date of expiration. If Contractor is a self-insurer, the certificate of the appropriate state agency of the state must be furnished by such agency directly to Buyer. The purchase of such insurance coverage or the furnishing of the aforesaid certificates shall not be a satisfaction of Contractor's liability thereunder or in any way modify Contractor's indemnification of Buyer.

10. ADVERTISING:

Contractor shall not, without first obtaining the written consent of Buyer, in any manner, advertise or publish the fact the Contractor has contracted to furnish Buyer the material herein ordered. Failure to observe this provision permits Buyer to terminate the Contract resulting from the acceptance of an order without any obligation to accept deliveries after

the date of termination or make further payments except from completed articles delivered prior to termination.

11. STATE APPROVAL:

If the articles covered by an order require approval for the sale and/or use thereof by State statute or regulations, Contractor certifies it has or will obtain an approval for their sale and/or use from the appropriate agency of the State. Contractor will submit to Buyer a copy of each such approval for sale and/or use.

12. GOVERNMENT REGULATIONS:

In the performance of work under an order, Contractor agrees to comply with all applicable Federal, State, or Local laws, rules, regulations or ordinances.

13. EXEMPTION FROM TAXES:

The Vienna Township BDA, is tax exempt and the vendor certifies that all such taxes are not included in the prices shown herein.

14. EQUAL EMPLOYMENT OPPORTUNITY:

In connection with Project implementation, the Contractor may not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that during employment, employees are treated without regard to their race, color, disability, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall insert this same clause in all subcontracts.